

ORDINANCE NO. 2014-01

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE ASHVILLE CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the Village has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ASHVILLE, OHIO;

SECTION 1: That the ordinances of the Village of Ashville, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2014 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2: That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

301.031	Beacon; Hybrid Beacon. (Added)
301.04	Bicycle. (Amended)
301.161	Highway Traffic Signal. (Added)
301.17	Intersection. (Amended)
301.181	Median. (Added)
301.26(b)	Private Road or Driveway. (Added)
301.361	Shared-Use Path. (Added)
301.45	Traffic (Amended).
301.46	Traffic Control Device. (Amended)
301.47	Traffic Control Signal. (Amended)
303.041	Emergency, Public Safety and Coroner's Vehicles Exempt. (Amended)
303.99	General Traffic Code Penalty. (Amended)
313.03	Traffic Signal Indications. (Amended)
333.03	Maximum Speed Limits. (Amended)
333.11	Texting While Driving Prohibited. (Amended)
335.032	Electronic Wireless Communication Device Prohibited. (Amended)



Traffic Code (Cont.)

- 339.01 Oversize or Overweight Vehicle on State Routes. (Amended)
- 339.03 Maximum Width, Height and Length. (Amended)
- 341.01 Commercial Vehicle Definitions. (Amended)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 351.04 Parking Near Curb; Handicapped Parking. (Amended)
- 373.02 Riding Upon Seats; Handle Bars; Helmets and Glasses. (Amended)

General Offenses Code

- 501.11 Organizational Criminal Liability. (Amended)
- 513.01 Drug Abuse Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Possession. (Amended)
- 517.01 Gambling Definitions. (Amended)
- 517.02 Gambling. (Amended)
- 537.03 Assault. (Amended)
- 537.12 Misuse of 9-1-1 System. (Amended)
- 549.01 Weapons and Explosives Definitions. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)
- 549.10 Possessing Replica Firearms in School. (Amended)

SECTION 3: The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. Any summary publication of this ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 4: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council,

PASSED THIS 13 DAY OF January 2014

ATTEST:

Barbara J. Hubbard  
FISCAL OFFICER

January 13, 2014  
DATE

APPROVED:

[Signature]  
MAYOR

13 Jan 2014  
DATE

ORDINANCE NO. 2014-02

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PERSONAL SERVICE CONTRACT WITH ISAAC WILES BURKHOLDER & TEETOR, LLC TO SERVE AS SOLICITOR**

**WHEREAS**, it is necessary to renew a personal service contract to retain and employ Attorneys to act, advise and counsel the Mayor and Counsel of the Village of Ashville as contract solicitors, and

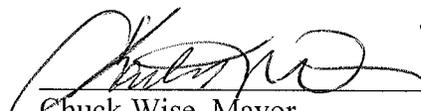
**WHEREAS**, it is necessary for the preservation of the public health, safety, and welfare of the residents of the Village of Ashville that representation of the Village of Ashville by Attorneys continue, and

**WHEREAS**, ISAAC WILES BURKHOLDER & TEETOR, LLC shall continue to serve as Solicitor of the Village of Ashville, Ohio:

**NOW, THEREFORE, BE IT ORDAINED THAT BY THE COUNCIL OF THE VILLAGE OF ASHVILLE STATE OF OHIO:**

Section 1: That the Mayor of the Village of Ashville is hereby authorized to enter into a contract with ISAAC WILES BURKHOLDER & TEETOR, LLC as Solicitor, a copy of which is attached hereto and incorporated herein by reference.

Section 2: That the Mayor of the Village of Ashville is hereby authorized to appoint an individual when necessary to carry out the duties of the Mayor's Court Magistrate in his/her absences, under a contract substantially the same as Exhibit A.

  
\_\_\_\_\_  
Chuck Wise, Mayor

PASSED: 02/24, 2014

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

**“EXHIBIT A”**

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**PROFESSIONAL SERVICES CONTRACT**

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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at the Village of Ashville, between **THE VILLAGE OF ASHVILLE**, Ohio, by and through its Mayor, hereinafter referred to as “Client,” and **ISAAC WILES BURKHOLDER & TEETOR, LLC**, Two Miranova Place, Suite 700, Columbus, OHIO 43215, (614) 221-2121, hereinafter referred to as “Attorneys.”

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **PURPOSE OF REPRESENTATION.** Client hereby retains and employs Attorneys to act, advise and counsel the Mayor and Council of the Village as contract solicitors, including recovering damages and compensation to which the client may be entitled, as well as to compromise and settle all claims arising out of any of the events or representations that may arise pursuant to this or any other agreement.
2. **ATTORNEYS FEES.** In consideration of the services rendered and to be rendered by Attorneys, the Client hereby agrees to pay Attorneys at the rate of **\$170.00 per hour**.
3. **APPROVAL NECESSARY FOR WORK TO BE PERFORMED.** Questions that require an opinion of the Solicitor will be directed in written form and all such questions shall be authorized by the Mayor or President Pro Tem or by the Village Administrator.
4. **APPROVAL NECESSARY FOR SETTLEMENT.** No settlement of any nature shall be made for any of the aforesaid claims of the Client without complete approval of the Client; nor shall the Client obtain any settlement on the aforesaid claims without the

approval of Attorneys.

5. **ASSOCIATION AND OTHER ATTORNEYS.** Attorneys may, in their sole discretion, recommend the employment or association of additional attorneys for representation of Client's claims. Prior approval of the Client will be necessary for any such association. Any fees, costs or expenses incurred as a result of such association shall be in addition to those set forth above and shall be considered for all purposes, additional expenses.
6. **EXPENSES.** Court costs and all reasonable expenses incurred by Attorneys in the handling of this representation shall be billed to the Client. Such expenses include, without limitation, any and all monies required to be advanced on behalf of the client, telephone consultations, correspondence costs, travel, parking, lodging, deposition and discovery costs.
7. **PARTIES BOUND.** This agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
8. **PRIOR AGREEMENT SUPERCEDED AND PRIOR WORK RATIFIED.** This agreement constitutes the full and only agreement of the parties hereto and supercedes any prior understanding, either written or oral, between the parties respecting the within subject matter. Any agreements intended to supercede this written contract shall be in writing. The Village ratifies any prior work that may have been done during a period wherein prior contracts may have lapsed.

9. **PAYMENT ON ACCOUNT.** Client understands that all accounts are due when billed.

**VILLAGE OF ASHVILLE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**MAYOR CHUCK WISE**

**ISAAC WILES BURKHOLDER & TEETOR, LLC**

Dated: 1/24/14

By:   
**MARK LANDES**



**ORDINANCE 2014 - 03**

**AN ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR THE CURRENT YEAR'S EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ASHVILLE, STATE OF OHIO, BASED UPON THE AMENDED CERTIFICATE OF RESOURCES ISSUED BY THE PICKAWAY COUNTY BUDGET COMMISSION FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014, AND DECLARING AN EMERGENCY.**

Now, Therefore, be it Resolved by the Council of the Village of Ashville, State of Ohio the following:

**Section One:**

That the 2014 Temporary Appropriation Ordinance (Ordinance 2013-09) is hereby amended and this Ordinance becomes the Final Appropriation Ordinance for 2014 based upon the Certificate of Estimated Resources. The amounts are listed on Exhibit I, which is part of this Ordinance.

**Section Two:**

That the "Non-binding Narrative for the 2014 Budget" remark is defined as an indication of management's intended allocation of amounts approved by Council and that it does not indicate the legal level of control established by Council in Section Three.

**Section Three:**

The Village Fiscal Officer is hereby authorized to make payments from any of the foregoing appropriations and to make supplemental appropriations between "Object" codes within the same "Fund" and "Program" area as provided by the Ohio Revised Code (ORC) with the exception of "Object" codes 590 and 690 from which only the Mayor and/or Village Administrator are authorized to approve expenditures or supplemental appropriations.

**Section Four:**

That the Village Council hereby authorizes that funds maybe expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons.

**Section Five:**

All interest earned by the Village of Ashville unless indicated otherwise by the (ORC) will be applied to the General Fund.

**Section Six:**

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this Ordinance to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

**PASSED THIS 24<sup>th</sup> DAY OF February, 2014**

**ATTEST:**

Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: March 3, 2014

**APPROVED:**

Charles K. Wise, Mayor

DATE: 03 MAR 2014

Prepared 01/24/2014  
Revised Date:  
Review Date:



Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Personal Services	1000-110-190-0000	\$417,302			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-110-211-0000	\$7,744			17.63%
Medicare	1000-110-213-0000	\$6,051			1.45%
Ohio Police and Fire Pension Fund	1000-110-215-0000	\$81,374			19.50%
Medical/Hospitalization/Vision	1000-110-221-0000	\$96,023			Healthcare Premium & Deductible
Dental Insurance	1000-110-223-0000	\$3,618			Healthcare Premium & Deductible
Workers' Compensation	1000-110-225-0000	\$9,565			2.05%
Travel and Transportation	1000-110-252-0000	\$500			
Uniforms and Clothing	1000-110-270-0000	\$3,820			
Other - Employee Fringe Benefits	1000-110-290-0000	\$0			
Training Services	1000-110-348-0000	\$2,571			
Other - Other Contractual Services	1000-110-399-0000	\$30,515			
Other-Other Contractual Services (Court Fines Arrest Authority Fund)	1000-110-399-1000	\$0			
Operating Supplies and Materials	1000-110-420-0000	\$9,492			
Repairs and Maintenance of Motor Vehicles	1000-110-433-0000	\$9,921			Vehicle Maintenance
Fuel, Oil, & etc.	1000-110-439-0000	\$41,609			Fuel & Oil
Other - Capital Outlay	1000-110-590-0000	\$10,923			Cruisers
Other - Other	1000-110-690-0000	\$31,836			Expenditure at the Discretion of Mayor or VA
<b>Police Total</b>			<b>\$762,863</b>		
Electricity	1000-130-311-0000	\$37,721			
Other - Other	1000-130-690-0000	\$1,000			Expenditure at the Discretion of Mayor or VA Lighting
<b>Street Lighting Total</b>			<b>\$38,721</b>		
Payment to Another Political Subdivision	1000-210-640-0000	\$9,267			Health Department
Other - Other	1000-210-690-0000	\$1,000			Expenditure at the Discretion of Mayor or VA
<b>County Health Total</b>			<b>\$10,267</b>		
Other - Other Contractual Services	1000-290-399-0000	\$0			Indigent Burials
Other - Other	1000-290-690-0000	\$500			Expenditure at the Discretion of Mayor or VA
<b>Other Public Health Total</b>			<b>\$500</b>		
Operating Supplies and Materials	1000-310-420-0000	\$2,919			
Other - Other	1000-310-690-0000	\$500			Expenditure at the Discretion of Mayor or VA
<b>Fun-in-the-Sun Total</b>			<b>\$3,419</b>		
Other - Personal Services	1000-320-190-0000	\$8,800			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-320-211-0000	\$1,232			14.00%
Social Security	1000-320-212-0000	\$128			1.45%
Medicare	1000-320-213-0000	\$103			
Medical/Hospitalization/Vision	1000-320-221-0000	\$0			Healthcare Premium & Deductible
Dental Insurance	1000-320-223-0000	\$0			Healthcare Premium & Deductible
Workers' Compensation	1000-320-225-0000	\$181			2.05%
Uniforms and Clothing	1000-320-270-0000	\$500			
Utilities	1000-320-310-0000	\$6,819			
Other - Other Contractual Services	1000-320-399-0000	\$5,656			
Operating Supplies and Materials	1000-320-420-0000	\$8,650			
Other - Capital Outlay	1000-320-590-0000	\$0			

Description	Fund / Program	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
	/ Object #	Object	Program	Fund	
Account Name	Account Code	Total	Total	Total	
Other - Other	1000-320-690-0000	\$30,000			Expenditure at the Discretion of Mayor or VA (Park Camera)
<b>Park Total</b>			<b>\$62,067</b>		
Utilities	1000-330-310-0000	\$3,596			
Other - Other Contractual Services	1000-330-399-0000	\$501			
Other - Other	1000-330-690-0000	\$553			Expenditure at the Discretion of Mayor or VA
<b>Culture Museum Total</b>			<b>\$4,650</b>		
Other - Personal Services	1000-410-190-0000	\$8,236			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-410-211-0000	\$1,153			14.00%
Medicare	1000-410-213-0000	\$119			1.45%
Medical/Hospitalization/Vision	1000-410-221-0000	\$3,357			Healthcare Premium & Deductible
Dental Insurance	1000-410-223-0000	\$181			Healthcare Premium & Deductible
Workers' Compensation	1000-410-225-0000	\$169			2.05%
Professional and Technical Services	1000-410-340-0000	\$0			
Other - Other Contractual Services	1000-410-399-0000	\$1,923			
Other - Other Contractual Services CEDA	1000-410-399-1003	\$18,307			
Other - Other Contractual Services JEDD	1000-410-399-1004	\$500			
Operating Supplies and Materials	1000-410-420-0000	\$964			
Operating Supplies and Materials CEDA	1000-410-420-1003	\$500			
Operating Supplies and Materials JEDD	1000-410-420-1004	\$500			
Other - Other	1000-410-690-0000	\$3,490			Expenditure at the Discretion of Mayor or VA
<b>Total Planning and Zoning/Building Dept.</b>			<b>\$39,400</b>		
Other Community Service	1000-490-399-420	\$0			
			<b>\$0</b>		
Other - Personal Services	1000-561-190-0000	\$8,236			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-561-211-0000	\$1,153			14.00%
Medicare	1000-561-213-0000	\$119			1.45%
Medical/Hospitalization/Vision	1000-561-221-0000	\$3,357			Healthcare Premium & Deductible
Dental Insurance	1000-561-223-0000	\$181			Healthcare Premium & Deductible
Workers' Compensation	1000-561-225-0000	\$169			2.05%
Garbage and Trash Removal	1000-561-398-0000	\$314,992			\$303,779.00
Other - Other Contractual Services	1000-561-399-0000	\$3,626			
Other - Other Contractual Services Harrison Township	1000-561-399-1561	\$0			
Operating Supplies and Materials	1000-561-420-0000	\$10,758			
Operating Supplies and Materials Harrison Township	1000-561-420-1561	\$0			
Other - Other	1000-561-690-0000	\$7,181			Expenditure at the Discretion of Mayor or VA (Tonage Fee)
<b>Refuse Total</b>			<b>\$349,772</b>		
Other - Personal Services	1000-610-190-0000	\$97,892			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-610-211-0000	\$13,705			14.00%
Medicare	1000-610-213-0000	\$1,419			1.45%
Medical/Hospitalization/Vision	1000-610-221-0000	\$33,354			Healthcare Premium & Deductible
Dental Insurance	1000-610-223-0000	\$1,452			Healthcare Premium & Deductible
Workers' Compensation	1000-610-225-0000	\$2,009			2.05%
Uniforms and Clothing	1000-610-270-0000	\$1,747			

Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object	Program	Fund	
Account Name	Account Code	Total	Total	Total	
Other Capital Outlay	1000-610-590-0000	\$8,191			
Other Misc.	1000-610-690-000	\$10,000			Expenditure at the Discretion of Mayor or VA
Traffic Signs and Signals	1000-650-420-0000	\$1,451			
Other - Other Contractual Services	1000-670-399-0000	\$1,545			
Other - Other	1000-670-690-0000	\$5,000			Extra Money for Sidewalks Expenditure at the Discretion of Mayor or VA
<b>Streets Department Total</b>			<b>\$177,765</b>		
Salary - Administrator	1000-710-131-0000	\$23,175			1.5% SS-COLA, 26 Pay-Periods
Salaries - Administrator's Staff	1000-710-132-0000	\$17,307			1.5% SS-COLA, 26 Pay-Periods
Salary - Mayor	1000-710-161-0000	\$11,766			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-710-211-0000	\$7,315			14.00%
Social Security	1000-710-212-0000	\$0			1.45%
Medicare	1000-710-213-0000	\$758			1.45%
Medical/Hospitalization/Vision	1000-710-221-0000	\$13,204			Healthcare Premium & Deductible
Dental Insurance	1000-710-223-0000	\$274			Healthcare Premium & Deductible
Workers' Compensation	1000-710-225-0000	\$1,072			2.05%
Travel and Transportation	1000-710-252-0000	\$283			
Other - Other Contractual Services	1000-710-399-0000	\$8,872			
Operating Supplies and Materials	1000-710-420-0000	\$6,758			
Repairs and Maintenance of Motor Vehicles	1000-710-433-0000	\$120			Vehicle Maintenance
Fuel, Oil, & etc.	1000-710-439-0000	\$202			Fuel & Oil
Other - Capital Outlay	1000-710-590-0000	\$0			
Other - Other	1000-710-690-0000	\$10,724			Expenditure at the Discretion of Mayor or VA
<b>Administrative/Mayor Total</b>			<b>\$101,830</b>		
Salaries - Council	1000-715-111-0000	\$18,202			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-715-211-0000	\$2,548			14.00%
Social Security	1000-715-212-0000	\$264			1.45%
Medicare	1000-715-213-0000	\$264			1.45%
Medical/Hospitalization/Vision	1000-715-221-0000	\$18,778			Healthcare Premium & Deductible
Dental Insurance	1000-715-223-0000	\$2,177			Healthcare Premium & Deductible
Travel and Transportation	1000-715-252-0000	\$283			
Other - Other Contractual Services	1000-715-399-0000	\$12,773			
Operating Supplies and Materials	1000-715-420-0000	\$6,325			
Repairs and Maintenance of Motor Vehicles	1000-715-433-0000	\$107			Vehicle Maintenance
Fuel, Oil, & etc.	1000-715-439-0000	\$202			Fuel & Oil
Other - Other	1000-715-690-0000	\$10,000			Expenditure at the Discretion of Mayor or VA
<b>Legislative Total</b>			<b>\$71,923</b>		
Other - Personal Services	1000-720-190-0000	\$0			Vacant Position
Ohio Public Employees Retirement System	1000-720-211-0000	\$0			0.00%
Medicare	1000-720-213-0000	\$0			0.00%
Medical/Hospitalization/Vision	1000-720-221-0000	\$0			Healthcare Premium & Deductible
Dental Insurance	1000-720-223-0000	\$0			Healthcare Premium & Deductible
Workers' Compensation	1000-720-225-0000	\$25			2.15%
Travel and Transportation	1000-720-252-0000	\$155			

Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code				
Other - Other Contractual Services	1000-720-399-0000	\$7,876			
Operating Supplies and Materials	1000-720-420-0000	\$1,873			
Other - Other	1000-720-690-0000	\$750			Expenditure at the Discretion of Mayor or VA Vacant Position
<b>Mayors Court Total</b>			<b>\$10,678</b>		
Salary - Clerk/Treasurer	1000-725-121-0000	\$22,558			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-725-211-0000	\$3,158			14.00%
Medicare	1000-725-213-0000	\$327			1.45%
Medical/Hospitalization/Vision	1000-725-221-0000	\$7,050			Healthcare Premium & Deductible
Dental Insurance	1000-725-223-0000	\$726			Healthcare Premium & Deductible
Workers' Compensation	1000-725-225-0000	\$463			2.05%
Travel and Transportation	1000-725-252-0000	\$576			
Other - Other Contractual Services	1000-725-399-0000	\$1,623			
Operating Supplies and Materials	1000-725-420-0000	\$432			
Other - Other	1000-725-690-0000	\$809			Expenditure at the Discretion of Mayor or VA
<b>Clerk Treasurer</b>			<b>\$37,723</b>		
Salaries	1000-730-190-0000	\$10,000			Student Work and Jobs & Family Services Program
Ohio Public Employees Retirement System	1000-730-211-0000	\$1,400			14%
Social Security	1000-730-212-0000	\$0			
Medicare	1000-730-213-0000	\$145			1.45%
Workers' Compensation	1000-730-225-0000	\$205			2.05%
Utilities	1000-730-310-0000	\$15,008			
Telephone	1000-730-321-0000	\$7,165			
Other - Other Contractual Services	1000-730-399-0000	\$21,468			
Operating Supplies and Materials	1000-730-420-0000	\$5,445			
Other - Capital Outlay	1000-730-590-0000	\$9,940			
Other - Other	1000-730-690-0000	\$18,963			Expenditure at the Discretion of Mayor or VA
<b>Lands and Buildings Total</b>			<b>\$89,738</b>		
Election Expenses	1000-735-345-0000	\$0			
Other - Other	1000-735-690-0000	\$0			Expenditure at the Discretion of Mayor or VA
<b>Boards and Commissions Total</b>			<b>\$0</b>		
Tax Collection Fees	1000-740-344-0000	\$2,390			
	1000-740-690-0000	\$0			Expenditure at the Discretion of Mayor or VA
<b>County Auditor Total</b>			<b>\$2,390</b>		
Auditing Services	1000-745-342-0000	\$7,948			
Other - Other	1000-745-690-0000	\$0			Expenditure at the Discretion of Mayor or VA
<b>State Auditor Fee Total</b>			<b>\$7,948</b>		
Other - Personal Services	1000-755-190-0000	\$33,330			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	1000-755-211-0000	\$4,666			14.00%
Medicare	1000-755-213-0000	\$483			1.45%
Medical/Hospitalization/Vision	1000-725-221-0000	\$18,872			Healthcare Premium & Deductible
Dental Insurance	1000-725-223-0000	\$726			Healthcare Premium & Deductible
Workers' Compensation	1000-755-225-0000	\$685			2.05%
Travel and Transportation	1000-755-252-0000	\$315			

Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object	Program	Fund	
Account Name	Account Code	Total	Total	Total	
Other - Other Contractual Services	1000-755-399-0000	\$48,582			
Operating Supplies and Materials	1000-755-420-0000	\$3,278			
Other - Capital Outlay	1000-755-590-0000	\$0			
Other - Other	1000-755-690-0000	\$500			Expenditure at the Discretion of Mayor or VA
<b>Tax Administration Total</b>			<b>\$111,437</b>		
Other - Capital Outlay	1000-765-590-0000	\$0			
<b>Distribution Income Tax Total</b>			<b>\$0</b>		
Principal	1000-850-710-0000	\$25,728			
Interest	1000-850-720-0000	\$1,567			
<b>Debt Service Total</b>			<b>\$27,295</b>		
Transfers - Out	1000-910-910-0000	\$0			
<b>Debt Service Total</b>			<b>\$0</b>		
Contingencies	1000-930-930-0000	\$137,627			
Contingencies - Construction Reserve	1000-930-930-5000	\$128,449			
Contingencies - Capital Reserve	1000-930-930-5001	\$27,477			
<b>Contingencies Total</b>			<b>\$293,553</b>		
Other - Other Financing Uses	1000-990-990-0000	\$0			
<b>Other Total</b>			<b>\$0</b>		
<b>General Fund Total</b>		<b>\$2,228,711</b>	<b>\$2,203,942</b>	<b>\$2,203,941.57</b>	<b>\$2,203,941.57</b>
Other - Personal Services	2011-620-190-0000	\$32,802			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	2011-620-211-0000	\$4,592			14.00%
Medicare	2011-620-213-0000	\$476			1.45%
Medical/Hospitalization/Vision	2011-620-221-0000	\$15,927			Healthcare Premium & Deductible
Dental Insurance	2011-620-223-0000	\$726			Healthcare Premium & Deductible
Workers' Compensation	2011-620-225-0000	\$673			2.05%
Uniforms and Clothing	2011-620-270-0000	\$444			
Other - Other Contractual Services	2011-620-399-0000	\$11,925			
Operating Supplies and Materials	2011-620-420-0000	\$21,820			
Repairs and Maintenance of Motor Vehicles	2011-620-433-0000	\$17,344			Vehicle Maintenance
Fuel, Oil, & etc.	2011-620-439-0000	\$13,725			Fuel & Oil
Other - Capital Outlay	2011-620-590-0000	\$5,469			
Other - Other Contractual Services for Street Cleaning, Snow & Ice Removal	2011-630-399-0000	\$4,242			
Operating Supplies and Materials for Street Cleaning, Snow & Ice Removal	2011-630-420-0000	\$7,252			
Operating Supplies and Materials	2011-640-420-0000	\$757			
Operating Supplies and Materials Traffic Signs & Signals	2011-650-420-0000	\$7,939			
Other - Other	2011-650-690-0000	\$32,772			Expenditure at the Discretion of Mayor or VA
<b>Street Maintenance and Repair Total</b>		<b>\$186,012</b>	<b>\$178,885</b>	<b>\$178,885.10</b>	<b>\$178,885.10</b>
Operating Supplies & Materials Street Maintenance & Repair	2021-620-420-0000	\$222			
Other - Capital Outlay Street Maintenance & Repair	2021-620-590-0000	\$544			
Electricity Traffic Signals, Signs	2021-650-311-0000	\$1,386			
Operating Supplies and Materials	2021-650-420-0000	\$255			
Other - Capital Outlay	2021-650-590-0000	\$8,296			
<b>State Highway Total</b>		<b>\$11,279</b>	<b>\$10,703</b>	<b>\$10,702.91</b>	<b>\$10,702.91</b>

Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code	Total	Total	Total	
Other - Other Contractual Services	2041-310-420-0000	\$3,683			
Other - Other Outlay	2041-310-690-0000	\$0			Expenditure at the Discretion of Mayor or VA
<b>Parks Total</b>	<b>\$3,683</b>		<b>\$3,683</b>	<b>\$3,682.73</b>	<b>\$3,682.73</b>
Other - Other Contractual Services	2042-320-399-0000	\$0			
Buildings and Other Structures	2042-320-530-0000	\$0			
<b>Parks Special Total</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0.00</b>	<b>\$0</b>
Other - Other Contractual Services	2081-110-399-0000	\$70			
Operating Supplies & Materials Street Maintenance & Repair	2081-620-420-0000	\$0			
<b>Special Police Fund</b>	<b>\$70</b>		<b>\$70</b>	<b>\$70.00</b>	<b>\$70</b>
Streets, Highways, Curbs and Sidewalks	2101-610-396-0000	\$59,230			
Operating Supplies and Materials	2101-610-420-0000	\$9,424			
Other - Capital Outlay	2101-610-590-0000	\$34,563			
<b>Motor Vehicle Total</b>	<b>\$103,225</b>		<b>\$103,217</b>	<b>\$103,216.96</b>	<b>\$103,216.96</b>
Other - Other Contractual Services	2271-110-348-0000	\$830			
<b>Special Police Education Fund</b>	<b>\$830</b>		<b>\$830</b>	<b>\$830.00</b>	<b>\$830.00</b>
Other - Other Contractual Services	2901-610-399-0000	\$27,846			
<b>Street Building Fund Total</b>	<b>\$54,693</b>		<b>\$27,846</b>	<b>\$27,846.41</b>	<b>\$27,846.41</b>
Operating Supplies and Materials	2902-640-420-0000	\$721			
<b>Surface Water Fund Total</b>	<b>\$4,149</b>		<b>\$721</b>	<b>\$721.47</b>	<b>\$721.47</b>
Other - Capital Outlay	2903-790-590-0000	\$27,813			
<b>General Building Fund Total</b>	<b>\$27,813</b>		<b>\$27,813</b>	<b>\$27,813.00</b>	<b>\$38,956.81</b>
Other - Other Contractual Services	2904-720-399-0000	\$645			
Operating Supplies and Materials	2904-720-420-0000	\$240			
Other - Capital Outlay	2904-720-590-0000	\$1,369			
<b>Mayors Court Total</b>	<b>\$2,364</b>		<b>\$2,254</b>	<b>\$2,254.04</b>	<b>\$2,254.04</b>
Transfers - Out	2905-910-910-0000	\$0			This Account is used for FEMA Reimbursement of Events
<b>FEMA</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0.00</b>	<b>Paid \$9,905 in 2013</b>
Grant Contractual	4201-800-399-0000	\$0			State Route 752 and Long Street Intersection Project OPWC
<b>Past Grant</b>	<b>(\$738,174)</b>		<b>\$0</b>	<b>\$0.00</b>	<b>2013 Encumbrance \$744,958.59</b>
Grant Contractual	4202-800-399-0000	\$0			Miller Avenue CDBG Project
<b>Past Grant</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0.00</b>	<b>\$0.00</b>
Grant Contractual	4203-800-399-0000	\$0			Railroad Crossing Relocation from Griggs to Station Street OPWC
<b>OPWC Railroad Crossing Relocation</b>	<b>(\$681,043)</b>		<b>\$0</b>	<b>\$0.00</b>	<b>2013 Encumbrance \$726,910.87</b>
Other - Personal Services	5101-531-190-1000	\$38,316			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5101-531-211-0000	\$5,364			14.00%
Medicare	5101-531-213-0000	\$556			1.45%
Medical/Hospitalization/Vision	5101-531-221-0000	\$15,904			Healthcare Premium & Deductible
Dental Insurance	5101-531-223-0000	\$435			Healthcare Premium & Deductible
Workers' Compensation	5101-531-225-0000	\$788			2.05%
Travel and Transportation	5101-531-252-0000	\$0			
Other - Other Contractual Services	5101-531-399-0000	\$1,255			

Description	Fund / Program	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Operating Supplies and Materials	5101-531-420-0000	\$1,147			
Repairs and Maintenance of Motor Vehicles	5101-531-433-0000	\$100			Vehicle Maintenance
Fuel, Oil, & etc.	5101-531-439-0000	\$100			Fuel & Oil
Other - Other	5101-531-690-0000	\$800			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-532-190-0000	\$8,236			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5101-532-211-0000	\$1,153			14.00%
Medicare	5101-532-213-0000	\$119			1.45%
Medical/Hospitalization/Vision	5101-532-221-0000	\$3,357			Healthcare Premium & Deductible
Dental Insurance	5101-532-223-0000	\$181			Healthcare Premium & Deductible
Workers' Compensation	5101-532-225-0000	\$169			2.05%
Travel and Transportation	5101-532-252-0000	\$0			
Other - Other Contractual Services	5101-532-399-0000	\$1,091			
Operating Supplies and Materials	5101-532-420-0000	\$3,151			
Other - Capital Outlay	5101-532-590-0000	\$0			
Other - Other	5101-532-690-0000	\$3,500			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-533-190-0000	\$55,814			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5101-533-211-0000	\$7,814			14.00%
Medicare	5101-533-213-0000	\$809			1.45%
Medical/Hospitalization/Vision	5101-533-221-0000	\$28,392			Healthcare Premium & Deductible
Dental Insurance	5101-533-223-0000	\$726			Healthcare Premium & Deductible
Workers' Compensation	5101-533-225-0000	\$1,146			2.05%
Travel and Transportation	5101-533-252-0000	\$0			
Uniforms and Clothing	5101-533-270-0000	\$2,177			
Utilities	5101-533-310-0000	\$37,466			
Telephone	5101-533-321-0000	\$4,662			
Training Services	5101-533-348-0000	\$0			
Other - Other Contractual Services	5101-533-399-0000	\$33,539			
Other - Other Contractual Services Water Tower Payment	5101-533-399-0001	\$21,304			Amount for Tower Maintenance
Operating Supplies and Materials	5101-533-420-0000	\$88,088			
Repairs and Maintenance of Motor Vehicles	5101-533-433-0000	\$1,191			Vehicle Maintenance
Fuel, Oil, & etc.	5101-533-439-0000	\$2,076			Fuel & Oil
Other - Capital Outlay	5101-533-590-0000	\$58,095			Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5101-533-690-0000	\$22,376			Expenditure at the Discretion of Mayor or VA
Other Debt Service Principal	5101-850-710-0000	\$10,694			
Other - Debt Service Interest	5101-850-720-0000	\$1,096			
Other - Debt Service	5101-850-790-0000	\$0			
<b>Water Total</b>	<b>\$467,014</b>		<b>\$463,187</b>	<b>\$463,187.02</b>	<b>\$463,187.02</b>
Other - Personal Services	5201-541-190-0000	\$38,316			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5201-541-211-0000	\$5,364			14.00%
Medicare	5201-541-213-0000	\$556			1.45%
Medical/Hospitalization/Vision	5201-541-221-0000	\$15,904			Healthcare Premium & Deductible
Dental Insurance	5201-541-223-0000	\$435			Healthcare Premium & Deductible
Workers' Compensation	5201-541-225-0000	\$788			2.05%

Description	Fund / Program / Object #	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget FOR MEMORANDUM USE ONLY (Guidelines) %'s are times the Salary 190 Fund Account
		Object Total	Program Total	Fund Total	
Account Name	Account Code				
Travel and Transportation	5201-541-252-0000	\$0			
Utilities	5201-541-310-0000	\$0			
Telephone	5201-541-321-0000	\$0			
Training Services	5201-541-348-0000	\$0			
Other - Other Contractual Services	5201-541-399-0000	\$1,319			
Operating Supplies and Materials	5201-541-420-0000	\$1,124			
Repairs and Maintenance of Motor Vehicles	5201-541-433-0000	\$100			Vehicle Maintenance
Fuel, Oil, & etc.	5201-541-439-0000	\$100			Fuel & Oil
Other - Other	5201-541-690-0000	\$800			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5201-542-190-0000	\$8,236			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5201-542-211-0000	\$1,153			14.00%
Medicare	5201-542-213-0000	\$119			1.45%
Medical/Hospitalization/Vision	5201-542-221-0000	\$3,357			Healthcare Premium & Deductible
Dental Insurance	5201-542-223-0000	\$181			Healthcare Premium & Deductible
Workers' Compensation	5201-542-225-0000	\$169			2.05%
Travel and Transportation	5201-542-252-0000	\$0			
Other - Other Contractual Services	5201-542-399-0000	\$1,195			
Operating Supplies and Materials	5201-542-420-0000	\$3,330			
Other - Capital Outlay	5201-542-590-0000	\$0			
Other - Other	5201-542-690-0000	\$3,000			Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5201-543-190-0000	\$57,581			1.5% SS-COLA, 26 Pay-Periods
Ohio Public Employees Retirement System	5201-543-211-0000	\$8,061			14.00%
Medicare	5201-543-213-0000	\$835			1.45%
Medical/Hospitalization/Vision	5201-543-221-0000	\$25,391			Healthcare Premium & Deductible
Dental Insurance	5201-543-223-0000	\$1,089			Healthcare Premium & Deductible
Workers' Compensation	5201-543-225-0000	\$1,182			2.05%
Travel and Transportation	5201-543-252-0000	\$0			
Uniforms and Clothing	5201-543-270-0000	\$2,468			
Utilities	5201-543-310-0000	\$41,746			
Telephone	5201-543-321-0000	\$6,013			
Training Services	5201-543-348-0000	\$0			
Other - Other Contractual Services	5201-543-399-0000	\$85,649			
Other - Other Contractual Services I & I	5201-543-399-0001	\$35,000			5201-549-5004 Revenue Code
Operating Supplies and Materials	5201-543-420-0000	\$43,485			
Repairs and Maintenance of Motor Vehicles	5201-543-433-0000	\$1,881			Vehicle Maintenance
Fuel, Oil, & etc.	5201-543-439-0000	\$2,076			Fuel & Oil
Other - Capital Outlay	5201-543-590-0000	\$67,550			Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5201-543-690-0000	\$27,968			Expenditure at the Discretion of Mayor or VA
Other - Debt Service Principal	5201-850-710-0000	\$123,782			
Other - Debt Service Interest	5201-850-720-0000	\$12,347			
Transfers - Out	5201-910-910-0000	\$0			
<b>Sewer Total</b>	<b>\$655,867</b>		<b>\$629,650</b>	<b>\$629,650.19</b>	<b>\$629,650.19</b>
Other - Capital Outlay	5701-800-590-0000	\$225,653			

Description	Fund / Program	2014 Permanent Appropriation Budget			Non-binding Narrative for 2013 Budget
	/ Object #	Object	Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	Total	%s are times the Salary 190 Fund Account
Transfers - Out	5701-910-910-0000	\$0			
Advances - Out	5701-920-920-0000	\$0			
<b>Water Improvement Total</b>	<b>\$225,653</b>		<b>\$225,653</b>	<b>\$225,652.79</b>	<b>\$225,652.79</b>
Sewer Plant Expansion	5702-543-560-5003	\$0			2013 Encumbrance \$1,084,249.05
Other - Capital Outlay	5702-800-590-0000	\$142,556			This amount is incorrect and will be corrected
Advances - Out	5702-820-920-0000	\$0			
<b>Sewer Improvement Total</b>	<b>(\$924,333)</b>		<b>\$142,556</b>	<b>\$142,555.81</b>	<b>\$142,556.00</b>
Utility Distribution Systems	5703-800-399-0000	\$548			Randolph Street Residual
<b>Improvement Fund Total OPWC</b>			<b>\$548</b>	<b>\$548.30</b>	<b>\$548.30</b>
Other - Other Contractual Services	5704-800-399-0000	\$64,830			
Operating Supplies and Materials	5704-800-420-0000	\$54,350			
Other - Other	5704-800-590-0000	\$75,892			
Other - Other	5704-800-690-0000	\$35,369			
Other - Debt Service	5704-850-790-0000	\$0			
<b>Stormwater Department</b>	<b>\$230,631</b>		<b>\$230,440</b>	<b>\$230,440.46</b>	<b>\$230,440.46</b>
Principal	5721-850-710-0000	\$23,217			
Interest	5721-850-720-0000	\$14,062			
<b>TOTAL UTIL. DEBT SERV. RES. (5721)</b>	<b>\$25,646</b>		<b>\$37,279</b>	<b>\$37,278.66</b>	<b>\$37,279.00</b>
Other - Debt Service	5741-850-790-0000	\$25,000			
<b>FmHA Debt Reserve</b>	<b>\$25,000</b>		<b>\$25,000</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>
Other - Debt Service	5742-850-790-0000	\$25,000			
<b>5742 FmHA Debt Surplus</b>	<b>\$25,000</b>		<b>\$25,000</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>
Deposits Refunded	5781-599-610-0000	\$5,009			
Deposits Applied	5781-599-620-0000	\$6,000			
<b>Deposit Fund Total</b>	<b>\$11,009</b>		<b>\$11,009</b>	<b>\$11,008.88</b>	<b>\$11,008.88</b>
Professional and Technical Services	9901-790-340-0000	\$0			
			<b>\$0</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>				<b>\$4,350,286.32</b>	<b>\$4,361,430.64</b>

The Village Council authorizes that funds maybe expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons. The Village Fiscal Officer is authorized to draw warrants on the Village Treasury for payments from any of the appropriations upon receiving proper certificates and vouchers, approved by the Council or officers authorized by law, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. All interest earned by the Village of Ashville unless indicated differently by the Ohio Revises Code (ORC) will be applied to the General Fund. Provided further that the appropriations for contingencies can only be expended upon vote of two-thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations.



# ORDINANCE 2014-04 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE CREATING A CHARGE FOR THE DEBT SERVICE FOR THE WASTEWATER PLANT EXPANSION IN THE VILLAGE OF ASHVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville, Ohio authorizes by ordinance the rates charged for the wastewater utility; and

WHEREAS, it becomes necessary on occasion to adjust those rates.

WHEREAS, this charge will for the collection of funds for the Wastewater Plant Expansion Land Acquisition, Planning, Design and EPA Application.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

That the following rate structure will be added to Chapter 929.05 Sewer Rates:

<b>Other Debt Proceeds (Sewer Plant Expansion)</b>				
<b>Total Loan</b>	<b># of Years</b>	<b>Number of Customers</b>	<b>Annual Cost</b>	<b>Cost per Month Per Customer</b>
\$1,110,000.00	20	1290	\$55,500.00	69¢/1000 Gallons

The Revenue Code will be 5702-971-5003 Sewer Improvement (Plant Expansion)

SECTION TWO

The new charge in Section One is the result of a mandated OhioEPA Improvement at the Village of Ashville Wastewater Facility, see "Findings and Orders".

SECTION THREE

This Debt Proceeds increase will be based upon April processing of wastewater that is billed in May. This will be communicated in the newsletter sent on March 28, 2014.

SECTION FOUR

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

PASSED THIS 21<sup>st</sup> DAY OF APRIL, 2014

ATTEST:

Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: April 21, 2014

APPROVED:

Charles K. Wise, Mayor

DATE: 21 APR 14

Prepared: 03/09/2014  
Revised Date: 03/13/2014  
Review Date:





# ORDINANCE 2014-05 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO AUTHORIZE THE HIRING OF A FISCAL OFFICER, TO AMEND ORDINANCE 2013-02 AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville, Ohio is authorized by ordinance to hire a Fiscal Officer; and

WHEREAS, it becomes necessary on occasion to fill a vacancy; and

WHEREAS, hiring into this vacancy is necessary to fulfill the operational obligations of the Village of Ashville.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

That the Mayor or Designee is authorized to hire April Grube as the Fiscal Officer. The following rate structure will be used:

Beginning Salary	Maximum Increase After 12 Months	Maximum Increase After 24 Months
\$38,000	\$2,000.00	\$2,000.00

SECTION TWO

April Grube will be hired as a Full-time "Exempt" "Employee at Will" entitled to all the benefits of a full-time Village of Ashville employee. April Grube is not required to be a resident of the Village of Ashville.

SECTION THREE

If for any reason April Grube is no longer employed Ordinance 2013-02 or other related Ordinances are restored

SECTION FOUR

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

PASSED THIS 16<sup>th</sup> DAY OF JUNE, 2014

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 6/18/14

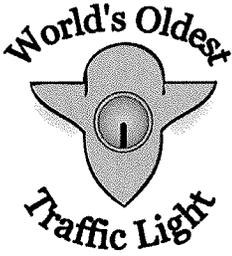
APPROVED:

Charles K. Wise, Mayor

DATE: 6/18/14

Prepared: 05/30/2014  
Revised Date:  
Review Date:





# ORDINANCE 2014-06 OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO AUTHORIZE THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT TO JOIN CONSORTIUM 2 FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, Ashville is concerned about health and safety; and

WHEREAS, Refuse services are contractually provided to Ashville; and

WHEREAS, Ashville has jurisdiction over items of this nature (Franchise for Solid Waste Disposal District) through Part Nine – Public Services, Chapter 953.02 and Ohio Revised Code 3734.01 et seq; and

WHEREAS, The City of Whitehall has invited Ashville to join of Consortium 2; and

WHEREAS, the joining of Consortium 2 would protect health and safety critically important to building, ecological, recreational, agricultural, heritage, public access, and other areas, the preservation of which would enhance the quality of life of the citizens of Ashville.

NOW, AND HEREAFTER BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

Ashville council authorizes the Mayor and/or Village Administrator to join Consortium 2 by executing an agreement with Local Waste Services to provide residential and commercial refuse services to the Village of Ashville, incorporated by reference as Attachment A.

SECTION TWO

The agreement will be a two year agreement with the right to extend for one additional year.

SECTION THREE

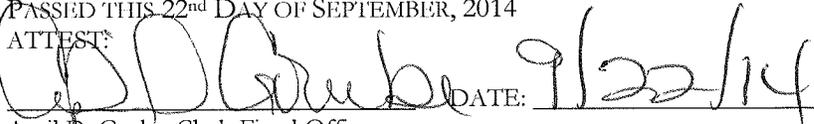
The Village of Ashville will perform the services of billing for refuse and reimbursement Local Waste Services for the units of service provided as outlined in Attachment A.

SECTION FOUR

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

PASSED THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2014

ATTEST:

 DATE: 9/22/14  
April D. Grube, Clerk-Fiscal Officer

APPROVED:

 DATE: 22 sept 14  
Charles K. Wise, Mayor

Prepared: 08/19/2014  
Revised Date:  
Review Date:



NEW ASHVILLE AGREEMENT THAT  
NEEDS TO BE SIGNED AND  
EXECUTED.

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR  
DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE  
MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY / TOWNSHIP /  
VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City/Township/Village of Ashville, Ohio (the "Collection Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, is by and between the City/Township/Village of Asvhille, Ohio (the "City/Township/Village"), with its offices located at \_\_\_\_\_ (address), and Local Waste Services, Ltd. ("Contractor"), a limited liability company with an office located at 1300 S Columbus Airport Rd, Columbus, OH 43207, Ohio.

**RECITALS**

**WHEREAS**, pursuant to Section 715.43 or Section 505.27 of the Ohio Revised Code, the City/Township/Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City/Township/Village; and

**WHEREAS**, the City/Township/Village has determined that it is in the best interests of the City/Township/Village and its Residents that the City/Township/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City/Township/Village Facilities and during Special Events located within the City/Township/Village from a single contractor on an exclusive basis; and

**WHEREAS**, on July 1, 2010, and on July 8, 2010, a consortium of political subdivisions, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2010 Solid Waste Consortium"), invited through advertisement in the Columbus Dispatch qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City/Township/Village and its Residents; and

**WHEREAS**, on 9-19-2010, 2010, following the official opening of the bids by the 2010 Solid Waste Consortium and consideration of bids for Collection Services, the City/Township/Village determined that the Contractor is qualified to provide the Collection Services to the City/Township/Village and approved the award of the Collection Agreement to the Contractor; and

**WHEREAS**, the 2010 Solid Waste Consortium was designed to allow other political subdivisions to “opt in” at a later date without further necessity of competitive bidding, as permitted by Ohio Revised Code 9.48; and

**WHEREAS**, the City of Whitehall has invited the Village of Ashville to opt-in as part of the 2010 Solid Waste Consortium and the Village of Ashville has elected to opt-in to the 2010 Solid Waste Consortium; and

**WHEREAS**, the Village of Ashville is not within the Solid Waste Authority of Central Ohio, and appoints Contractor to dispose of Solid Waste and Recyclable Materials in a manner most cost effective to Contractor and the City/Township/Village under this Agreement;

**WHEREAS**, the City/Township/Village and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly price as stated on the Bid Forms, which are attached as Exhibit A and incorporated by reference; and

**WHEREAS**, the City/Township/Village and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

#### **ARTICLE I – DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

#### **ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS**

**2.1 Agreement and Independent Contractor Status.** The City/Township/Village hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, City/Township/Village Facilities and during certain Special Events within the City/Township/Village. The parties hereto acknowledge that Yard Waste collection is not contemplated or covered by this Agreement, even despite references to Yard Waste contained herein.

**2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for one (1) years, beginning on January 1, 2015 (date), and terminating on DECEMBER 31, 2015 (date).

**2.3 Renewal Terms.** This Collection Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year each upon such terms and conditions as the parties mutually agree, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form, attached as Exhibit A.

**2.4 Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City/Township/Village-approved Collection Routes; (c) that City/Township/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; and (e) that the Contractor has delivered to the City/Township/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

### **ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR**

**3.1 Delivery to City/Township/Village-Designated Facilities.** The Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City/Township/Village Facilities and during Special Events located within the City/Township/Village, including such materials that exceed the capacity of a City/Township/Village or Contractor-provided collection container, if provided. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City/Township/Village-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and Recyclable Materials in a manner and to a facility deemed most cost effective and advantageous by Contractor in Contractor's exclusive determination. The Contractor shall pay to the owner or operator of the City/Township/Village-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Contractor and delivered to the City/Township/Village-Designated Facilities. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

**3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Township/Village. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Township/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Township/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Township/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Township/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Township/Village.

**3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City/Township/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Township/Village. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

**3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City/Township/Village, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.

**3.5 Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

**3.6 Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a City/Township/Village or Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit receiving either subscription or non-subscription Recycling Services with one (1) eighteen (18) gallon recycling container at no additional charge. The Contractor shall provide a second, like recycling container to each Residential Unit at no additional

charge upon the request of a Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to sell or rent a 32, 64, or 96 gallon wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit A. **3.7 Solid Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste. In the event that the City/Township/Village does not supply collection containers to its Residents, the Contractor may offer to sell or rent a Recyclable Material collection container to the Residents at the price stated on Exhibit A. In the event a Resident chooses to purchase or rent a collection container from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection containers at the price and in the manner stated on the Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City/Township/Village or Contractor provided collection containers. Contractor is under no obligation to collect Yard Waste.

**3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.

**3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City/Township/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Township/Village, the Contractor shall provide a written report to the City/Township/Village of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Township/Village shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.

**3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Contractor shall include such limitation in the Resident obligation notice mailed to the Residents City/Township/Village.

**3.11 Services at City/Township/Village Facilities.** The Contractor shall provide collection containers to the City/Township/Village at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City/Township/Village at no additional charge, provided that City/Township/Village requests for additional collection are not greater than \_\_\_ in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Township/Village upon written notice to the Contractor.

**3.12 Collection at Special Events and Minor Remodeling Projects of City/Township/Village Buildings.** The Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials upon request of the City/Township/Village for Special Events, included on attached Exhibit E. The Contractor will provide open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year, up to 2 pulls at the Special Events as requested by the City/Township/Village and collect the Solid Waste in such additional containers without additional charge. The Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any City/Township/Village Facility, up to five (5) pulls per year without additional charge. Additional pulls may be requested at the price indicated on Exhibit A. Unless otherwise agreed in writing, no additional fee shall be charged to the City/Township/Village for these services notwithstanding the frequency of collections that may be required at City/Township/Village Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

**3.13 Commercial Establishments - Exclusivity.** The Contractor shall be the exclusive provider for all commercial establishments in the City/Township/Village. Contractor shall bill to the City/Township/Village in accordance with rates set forth on the attached Commercial Price Sheet.

#### **ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

**4.1 Collection Routes and Day of Collection.** On or before \_\_\_\_\_ (date), the Contractor shall furnish the City/Township/Village, for approval by the City/Township/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City/Township/Village (collection of Residential

Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City/Township/Village.) The Contractor shall not change the day of collection without written approval by the City/Township/Village. In the event such a change is approved by the City/Township/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Township/Village retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City/Township/Village-approved Collection Routes. **4.2 Holidays.** Holidays that may be observed by the Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.

**4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City/Township/Village notifies the Contractor that the Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City/Township/Village may, at the City/Township/Village's discretion, withhold two hundred dollars (\$200.00) per occasion from the quarterly payment due to Contractor, including the first three occasions, from the quarterly release of funds held by the Contractor as provided in 6.1.

**4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Township/Village and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Township/Village for approval by \_\_\_\_\_ (date). Subsequent notices shall be submitted to the City/Township/Village for approval not later than twenty (20) days prior to mailing to the Residential Units.

**4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.

**4.6 Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City/Township/Village or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Contractor may provide optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. The City/Township/Village shall not be responsible for the cost of optional Carry-out Collection Service.

**4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Township/Village shall have the right to perform such cleanup services using City/Township/Village employees or other contractors and withhold release of quarterly payment in accordance with Section 6.2.

**4.8 Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.

**4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City/Township/Village with copies of all tags left at each Residential Unit pursuant to this section. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City/Township/Village and the Residents receiving the Collection Services.

**4.10 Conduct of Contractor's Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted County District Board of Health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City/Township/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Township/Village.

**4.11 Daily Reports.** The Contractor shall report any Residential Units not placing collection containers on the collection day. This report shall be provided to the City/Township/Village at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident.

**4.12 Contractor's Response to Complaints.** The City/Township/Village shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 5:00 p.m. and before the last collection vehicle leaves the City/Township/Village at the end of the day of collection, contact the City/Township/Village to determine if any complaints have been received. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

## **ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION**

**5.1 Performance Assurance.** The Contractor shall immediately report to the City/Township/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Township/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Township/Village shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City/Township/Village its written response to any such demand. In the event that the City/Township/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Township/Village and its Residents, the City/Township/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Township/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

**5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Township/Village in all respects, or such other security acceptable to the City/Township/Village, in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Township/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Township/Village accepts, in writing, a substitute surety.

**5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Township/Village and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Township/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

**5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Township/Village and authorized to do business in the State of Ohio. The City/Township/Village shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Township/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Township/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Township/Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

**5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City/Township/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City/Township/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

**5.6 Indemnification.** The Contractor shall save, indemnify and hold the City/Township/Village, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

(a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

(b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**5.7 Environmental Indemnification.** The Contractor shall save, indemnify and hold the City/Township/Village, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

**5.8 Indemnity Not Limited.** In any and all claims against the City/Township/Village, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

**5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Township/Village.

**5.10 Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Contractor shall not challenge, directly or indirectly, the City/Township/Village of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township/Village.

**ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO  
PAYMENT**

**6.1 Contractor to Charge and Obtain Payment of Collection Fees From Residential Units as Agent of the City/Township/Village.** The Contractor shall be responsible for invoicing and collecting fees from the Residents for the Collection Services provided by the Contractor under this Agreement on a quarterly basis on behalf of the City/Township/Village. Such fees include all related disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit A. In the event the Contractor provides a collection container at the request of a Resident, the charge for such service shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form. Additionally, if an appliance containing chlorofluorocarbons is placed for collection by a Resident, the Contractor shall include the charge for removal of all chlorofluorocarbons pursuant to Section 3.9.

All fees collected by the Contractor shall be placed into and held in a separate and distinct account to the credit of the City/Township/Village. The funds shall not be released to the Contractor until approval from the City/Township/Village is obtained. Within five (5) to (7) days after the close of each calendar quarter, the Contractor must meet or speak with \_\_\_\_\_ (name or title) to determine whether it has performed its contractual obligations properly. Subject to any deductions for nonperformance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Contractor upon the approval of \_\_\_\_\_ (name or title). Any funds withheld pursuant to Sections 4.3, 4.7 and 6.2 shall be forwarded to the City/Township/Village within three (3) business days.

**ALTERNATIVE BILLING / PAYMENT PROVISION (City/Township/Village to select)**

**6.1 Contractor Billings to City/Township/Village and City/Township/Village Payment.**

The Contractor shall bill the City/Township/Village for the Collection Services within ten (10) days following the end of the month, and the City/Township/Village shall pay the Contractor on or before the thirtieth (30<sup>th</sup>) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit A, increased for additional services requested and approved by the City/Township/Village or reduced by the City/Township/Village as provided in this Collection Agreement. In the event the City/Township/Village reduces payment to the Contractor, in good faith and at its sole discretion, the City/Township/Village will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City/Township/Village shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City/Township/Village is under no obligation to

accept the validity of any such dispute. The Contractor shall be paid for the number of Residential Units within the City based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the City/Township/Village increases or decreases, the Contractor and the City/Township/Village may adjust the number of Residential Units accordingly.

**6.2 Deductions from Contractor's Invoice for Non-performance.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City/Township/Village may withhold from payment or the quarterly release of funds held by the Contractor as provided in 6.1, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event the City/Township/Village performs cleanup services pursuant to Section 4.7, the City/Township/Village may withhold from payment or the quarterly release of funds held by the Contractor one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City/Township/Village. The remedies available pursuant to this section are in addition to any other remedies available to the City/Township/Village pursuant to this Collection Agreement, and the City/Township/Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Township/Village of the right to exercise any remedy in response to subsequent failures to perform.

**6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City/Township/Village. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City/Township/Village that Collection Service is not required at the unoccupied or vacant Residential Unit. The City/Township/Village shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the Residential Unit for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.

**6.4 Annual Review of Generation.** Annually at the request of the City/Township/Village or the Contractor, the Contractor and the City/Township/Village shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City/Township/Village and its Residents and delivered to the City/Township/Village-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials or Yard Waste, the Contractor and the City/Township/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Township/Village and its Residents and may provide for additional benefits for the City/Township/Village. **6.5 Adjustment for**

**Changes in Cost of Fuel.** Either the Contractor or the City/Township/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Township/Village, will result in an adjustment to the Contractor's invoice received by Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on May 18, 2009 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Township/Village, (including miles traveled on the collection route, and average number of round trips to: the Landfill, City/Township/Village-Designated Recyclable Materials Facility, and City/Township/Village-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + (M/3 \times P)/RU$$

**6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at any Landfill utilized by Contractor or at the City/Township/Village-Designated Recycling Services may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, any County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at any Landfill utilized by Contractor may be passed on by the Collection Contractor. The Collection Contractor shall give the City/Township/Village and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12 For Recyclable Materials Processing: (1/3) (per ton price difference) ÷ 12 For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

**6.7 Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City/Township/Village: (a) a record of the number of Residential Units within the City/Township/Village collected by the Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City/Township/Village pursuant to this Collection Agreement that the Contractor delivers to the City/Township/Village-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City/Township/Village-Designated Facilities. Upon request of the City/Township/Village, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the City/Township/Village-Designated Facilities. The Contractor shall prepare such records and provide them to the City/Township/Village on not less often than a quarterly basis.

The Contractor shall also utilize the Re-TRACT™ data management system and report volumes collected of Solid Waste, Yard Waste and Recyclable Materials for the City for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Contractor shall make such data available to the City or to SWACO in the manner and frequency as requested by either party.

**6.8 Senior Citizen Discount.** The Contractor shall provide Residents who are sixty-two (62) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit A. By agreement, either the City/Township/Village or the Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

## **ARTICLE VII – BREACH, CURE, AND TERMINATION**

**7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City/Township/Village may terminate the Collection Agreement in the following manner: the City/Township/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City/Township/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City/Township/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Township/Village is able to secure alternate or substitute performance for the Collection Services. The City/Township/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Township/Village, in the exercise of the reasonable discretion of the City/Township/Village.

**7.2 Surety or City/Township/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Township/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Township/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Township/Village until the City/Township/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Township/Village's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Township/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Township/Village income taxes.

**7.3 Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City/Township/Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the

Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Township/Village is able to obtain alternate or substitute service. **7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City/Township/Village, the City/Township/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Township/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

**7.5 Termination of City/Township/Village-Designated Facility Agreements.** The Contractor is required to deliver materials collected pursuant to the Collection Services to certain City/Township/Village-Designated Facilities. In the event of termination of an agreement with a City/Township/Village-Designated Facility, and until notification by the City/Township/Village of an alternative facility selected by the City/Township/Village, the Contractor shall be excused from delivering materials to the City/Township/Village-Designated Facility, and may deliver such materials to an alternate facility selected by the Contractor. Upon the City/Township/Village's designation of an alternate facility, the Contractor shall deliver all applicable materials to the alternate City/Township/Village-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City/Township/Village-Designated Facility agreement shall be documented and provided to the City/Township/Village. Any additional reasonable costs as determined by the City/Township/Village incurred by the Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City/Township/Village obtain competitive bids for the Collection Services, the Contractor shall continue to provide the Collection Services at the increased price as authorized until the City/Township/Village is able to issue a replacement Invitation to Bid. In the event of termination by the City/Township/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

## **ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

**8.1 Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

- 8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention Richard E Cattran (name or title), and to the City/Township/Village, attention **Franklin Christman, Village Administrator** (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Township/Village or the Contractor arising out of a breach of this Collection Agreement by the City/Township/Village or the Contractor shall be effective unless in writing signed by the City/Township/Village and the Contractor.
- 8.4 Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Pickaway County, Ohio.
- 8.5 Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City/Township/Village, which consent may be withheld for any reason or for no reason.
- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Township/Village and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Township/Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

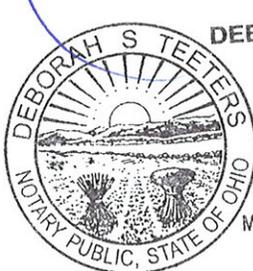
(SEAL)

ATTEST:

Deborah S Teeters  
(Notary Signature)

CITY/TOWNSHIP/VILLAGE OF  
Ashville, OHIO

Franklin Christman  
(Signature) **Franklin Christman**  
(Title) **Village Administrator**



DEBORAH S TEETERS  
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires May 27, 2018

The Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(City/State/Zip)

\_\_\_\_\_  
(SEAL) *Commission Expires 7/31/18*

ATTEST:  
*Jessel Cunningham*  
\_\_\_\_\_  
(Notary Signature)  
*Jessel Cunningham*  
\_\_\_\_\_  
(Printed Name)

*[Handwritten Signature]*  
(Signature)  
*Richard E Cattran*  
\_\_\_\_\_  
(Printed Name)  
*Managing Member*  
\_\_\_\_\_  
(Title)  
*1300 S. Columbus Airport Rd*  
\_\_\_\_\_  
(Street Address) *Colo. OH 43207*

**ADDENDUM TO AGREEMENT FOR THE  
COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL  
OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE  
MATERIALS AND YARD WASTE GENERATED WITHIN  
VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO**

This Addendum to the Agreement for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated Within the Village of Ashville, Pickaway County, Ohio (hereinafter "Addendum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Village of Ashville, Pickaway County, Ohio ("Village"), with its offices located at \_\_\_\_\_, and Local Waste Services, Ltd. ("Contractor"), an Ohio limited liability company, with an office located at 1300 S. Columbus Airport Road, Columbus, Ohio 43207.

**WHEREAS**, the Village and Contractor are parties to an Agreement for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated Within the Village of Ashville, Pickaway County, Ohio ("Collection Agreement") entered into on or about \_\_\_\_\_; and

**WHEREAS**, the Collection Agreement provides for an initial term commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ ("Initial Termination Date");

**WHEREAS**, Article II, Section 2.3 of the Collection Agreement states that the Collection Agreement "may be renewed for two (2) additional consecutive terms of up to one (1) year each upon such terms and conditions are the parties mutually agree, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form . . ."; and

**WHEREAS**, the Collection Agreement also allows for modification or amendment of the Agreement, but only if in a writing signed by both the Village and the Contractor; and

**WHEREAS**, both the Village and the Contractor mutually agree to exercise both one (1) year options, such that the termination date of the Collection Agreement will be mutually extended to \_\_\_\_\_ in accordance with Article II, Section 2.3 of the Collection Agreement.

IT IS THEREFORE, agreed by the Village and Contractor that pursuant to the authority granted by Article II, Section 2.3, the Collection Agreement shall be renewed for two (2) additional consecutive terms of one (1) year each beyond the Initial Termination Date under the same terms and conditions as set forth in the initial Collection Agreement.

The Village and the Contractor further agree that, given the exercise of the two (2), one (1) year options to extend the Collection Agreement, the modified termination date of the Collection Agreement shall be \_\_\_\_\_.

The parties further do hereby express their intent to accordingly amend the Collection Agreement (and all prior amendments and addendums thereto) upon the terms and subject to the conditions of this Amendment.

For the convenience of the parties, the pricing information agreed to by the parties as part of the Collection Agreement is set forth in the attached Exhibit A.

***REMAINDER OF PAGE BLANK – SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties, each by duly authorized officers, council members, or parties, have executed this Addendum on the set forth above.

VILLAGE OF ASHVILLE,  
PICKAWAY COUNTY, OHIO.

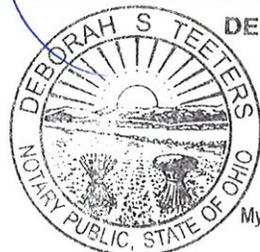
By: Franklin Christman  
Printed: Franklin Christman  
Its: Village Administrator

STATE OF OHIO  
COUNTY OF Pickaway: ss

Before me, a Notary Public, in and for said State and County, personally appeared Village of Ashville, Pickaway County, Ohio by and through Franklin Christman, its Village Administrator, who acknowledged that he did sign the foregoing instrument and that the same is \_\_\_\_\_ free act and deed, and the free act and deed of Village of Ashville, Pickaway County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Ashville Ohio, this 24 day of September, 2014.

Deborah S Teeters  
NOTARY PUBLIC, State of Ohio



DEBORAH S TEETERS  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Expires May 27, 2018

LOCAL WASTE SERVICES, LTD.

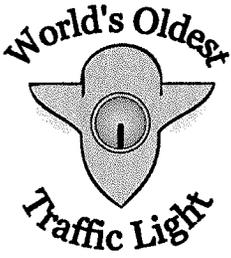
By:   
Rick Cattran, Its Managing Member

STATE OF OHIO :  
COUNTY OF Franklin : ss

Before me, a Notary Public, in and for said State and County, personally appeared Local Waste Services, Ltd. by and through Rick Cattran, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of Local Waste Services, Ltd.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 1300 South Columbus Airport this 14 day of May, 2014.

 Jesse Cunningham  
NOTARY PUBLIC, State of Ohio Commission Expires 7/31/18



# ORDINANCE 2014-07 OF THE VILLAGE OF ASHVILLE



## ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTINGENT FEE AGREEMENT WITH ISAAC, WILES, BURKHOLDER & TEETOR, LLC, TO SERVE AS COLLECTION COUNSEL

**WHEREAS**, it is necessary to enter into a Contingency Fee Agreement to retain and employ Attorneys to act, advise and counsel the Mayor and Counsel of the Village of Ashville as to collections of accounts due the Village of Ashville, and

**WHEREAS**, it is necessary for the preservation of the public health, safety, and welfare of the residents of the Village of Ashville that representation for collection of accounts due the Village of Ashville by Attorneys be made, and

**WHEREAS**, ISAAC, WILES, BURKHOLDER & TEETOR shall serve as attorneys for collection purposes for accounts due the Village of Ashville, Ohio:

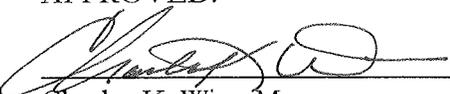
**NOW, THEREFORE, BE IT ORDAINED THAT BY THE COUNCIL OF THE VILLAGE OF ASHVILLE STATE OF OHIO:**

Section 1: That the Mayor of the Village of Ashville is hereby authorized to enter into a contingency fee agreement with ISAAC, WILES, BURKHOLDER & TEETOR as Attorneys, a copy of which is attached hereto and incorporated herein by reference, Exhibit I.

PASSED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2014

ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 11/17/14

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 20 Nov 14

Prepared: 11/11/2014  
Revised Date:  
Review Date:





Mark Landes  
In the Columbus Office  
614-220-5149  
mlandes@isaacwiles.com

December 1, 2014

Honorable Charles K. Wise  
Mayor, Village of Ashville  
200 East Station Street  
P. O. Box 195  
Ashville, OH 43103



Re: Collection Accounts

Dear Mayor Wise:

Enclosed is a fully executed Contingent Fee Agreement for Legal Services pertaining to review of accounts due the Village of Ashville. Should you have any questions, please do not hesitate to contact our office.

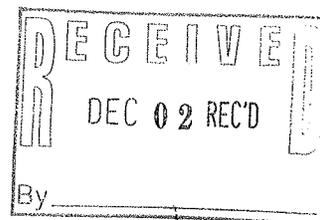
Very truly yours,



Mark Landes

ML/csb

cc: Greg Coburn (IW Collections)



Cincinnati Office  
10979 Reed Hartman Hwy, Ste. 239  
Cincinnati, OH 45242-2882  
513-791-7202  
2857700.1 : 06698 00003

Columbus Office  
Two Miranova Place, Ste. 700  
Columbus, OH 43215-5098  
614-221-2121  
www.isaacwiles.com

Cleveland Office  
46 Public Square, Ste. 230  
Medina, OH 44256-2284  
330-952-2009

**CONTINGENT FEE AGREEMENT  
FOR LEGAL SERVICES**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of November, 2014, by and between **ISAAC, WILES, BURKHOLDER & TEETOR, LLC**, Attorneys at Law, Two Miranova Place, Suite 700, Columbus, Ohio 43215 (hereinafter referred to as "ATTORNEYS") and the **VILLAGE OF ASHVILLE**, (hereinafter referred to as "CLIENT").

1. ATTORNEYS shall represent CLIENT relating to past due accounts owed the Village of Ashville, Ohio.

2. ATTORNEYS shall perform all reasonable, necessary and usual services in matters of this kind including review of accounts due the Village of Ashville, preparation of correspondence, complaints, judgments, and execution on judgments secured for the Village of Ashville.

3. If a judgment in favor of CLIENT is obtained in the trial court and the adversary appeals, ATTORNEYS shall provide all appropriate services in resistance to the appeal, including review of the trial court's record, preparation of appropriate briefs, and oral argument in the reviewing courts.

4. If trial of the case should result in a judgment which is adverse to CLIENT, ATTORNEYS shall not be obligated to appeal. They shall advise CLIENT of the opinion concerning the advisability of appeal and may undertake to provide services as appellate counsel under a new, separate and distinct contract for services.

5. The fee of ATTORNEYS shall be contingent upon the result which they obtain. There shall be no obligation by CLIENT to pay ATTORNEYS any fee if nothing is recovered from the adversary. However, the CLIENT is responsible for all expenses incurred in the prosecution of the claim. Although ATTORNEYS may advance the payment of such expenses, CLIENT must reimburse ATTORNEYS, and if payment therefore occurs upon settlement, such expenses shall be paid out of CLIENT'S portion of the settlement proceeds.

6. The fee of ATTORNEYS shall be thirty-three and one third percent (**33 $\frac{1}{3}$ %**) of the gross amount recovered, if settlement is achieved without the necessity of filing suit; **33 $\frac{1}{3}$ %** of the gross settlement or judgment if it is necessary to file suit; and **33 $\frac{1}{3}$ %** of the ultimate gross settlement or judgment following trial and any appeal undertaken by the adversary. If the matter requires the assistance of out-of-state attorneys, the fee shall be **40%** of the ultimate gross settlement or judgment.

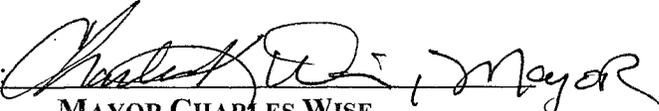
7. In the event of discharge by CLIENT, and in the event CLIENT subsequently recovers money or other property as a result of this action, CLIENT shall be indebted to ATTORNEYS for ATTORNEYS fees based upon value in the Columbus, Ohio market, as well as expenses advanced by ATTORNEYS per paragraph 6.

It is the intent of this agreement that it comply with the Rules of Professional Conduct as interpreted by the Courts of the State of Ohio.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the day and year first above written.

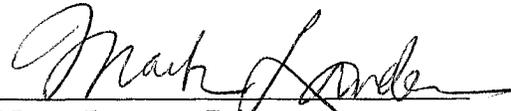
**CLIENT:**

**VILLAGE OF ASHVILLE, OHIO**

By:   
MAYOR CHARLES WISE

**ATTORNEYS:**

**ISAAC WILES BURKHOLDER & TEETOR, LLC**

By:   
MARK LANDES, PARTNER



# ORDINANCE 2014-08 OF THE VILLAGE OF ASHVILLE



## AN ORDINANCE TO AMEND PART ONE – ADMINISTRATIVE CODE TITLE NINE – TAXATION CHAPTER 181 INCOME TAX

WHEREAS this Council finds and determines that the Village should be able to provide an Income Tax Ordinance to preserve the public health, safety, and welfare of the residents of the Village of Ashville,

AND WHEREAS it is desirable to modify the Income Tax Ordinance from time to time,

AND WHEREAS it is necessary for the preserve the public health, safety, and welfare of the residents of the Village of Ashville that events affecting the peace be properly regulated:

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

### SECTION ONE

THAT CHAPTER 181, Section 05 Exemptions of the Codified Ordinances of the Village of Ashville is amended to read (new text in yellow, deleted text double strikethrough):

Property

#### **181.02 DEFINITIONS.**

(o) "Pension" means for the purposes of this chapter, a pension is any amount paid to an employee or former employee that is reported to the recipient on an IRS Form 1099-R, or successor form. Pension does not include deferred compensation or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS Form W-3, Wages and Tax Statement, or successor form.

~~(p)~~ "Person" means every natural person, partnership, fiduciary, association or corporation. Whenever used in any clause prescribing and imposing a penalty, the term "person" as applied to any unincorporated entity, means the partners or members thereof, and as applied to corporations, the officers thereof.

~~(q)~~ "Place of Business" means any bonafide office (other than a mere statutory office), factory, warehouse or other space which is occupied and used by the taxpayer in carrying on any business activity individually or through one or more of his regular employees regularly in attendance.

~~(r)~~ "Resident" means an individual domiciled in the Municipality.

~~(s)~~ "Resident Unincorporated Business Entity" means an unincorporated business entity having an office or place of business within the Municipality.

~~(t)~~ "Taxable Income" means wages, salaries, and other compensation paid by an employer or employers before any deductions; and/or the net profits from the operation of a business, profession, or other enterprise or activity adjusted in accordance with the provisions of the chapter.

~~(u)~~ "Taxable Year" means the calendar year, or the fiscal year upon the basis of which the net profits are to be computed under this chapter and in the case of a return for a fractional part of a year, the period for which such return is required to be made.

~~(v)~~ "Taxpayer" means a person, whether an individual, partnership, association or any corporation or other entity, required hereunder to file a return or pay a tax.

(Ord. 99-09. Passed 5-17-99.)

~~(w)~~ "Parsonage allowance" is an amount paid to a "minister of the gospel" in the form of a rental allowance as part of the minister's compensation, or the rental value of a home furnished to the minister's compensation. (Ord. 2002-14. Passed 11-18-02.)

~~(xx)~~ “Gambling” means, but is not limited to, bingo, keno, slot machines, casino, games, horse racing, dog racing, jai alai, sweepstakes, wagering pools, lotteries, prizes and any other wagering transactions.

~~(yy)~~ “Nonresident” means an individual, partnership, LLC, limited partnership, corporation, association or other entity domiciled outside the Village.

~~(zz)~~ “Resident” means an individual, partnership, LLC, limited partnership, corporation, Subchapter S corporation, close corporation, association, business or other entity domiciled in, residing in, or having a place of business in the Village.

~~(aaa)~~ “Domicile” means the permanent legal residence of a taxpayer. A taxpayer may have more than one residence but not more than one domicile.

~~(aab)~~ “Generic form” means an electronic or paper form designed for reporting estimated municipal income taxes, annual municipal income tax liability, and/or separate requests for refunds that contain all the information required on Ashville’s regular tax return and estimated payment forms, and are in a similar format that will allow processing of the generic forms without altering Ashville’s procedures for processing forms.

~~(bac)~~ “Income” shall mean all monies derived from any source whatsoever including but not limited to:

(1) All salaries, wages, commissions, other compensation and other income from whatever source received by residents of the Municipality of Ashville.

(2) All salaries, wages, commission, other compensation and other income from whatever source received by nonresidents from work done or services performed or rendered or activities conducted in the Village of Ashville.

(3) The portion attributable to the Municipality of the net profits of all unincorporated businesses, associations, professions, corporations, or other entities, from sales made, work done, services provided or rendered, and business or other activities conducted in the Village of Ashville.

~~(eed)~~ “Income from a Pass-through Entity” means partnership income of partners, distributive shares of shareholders of an S Corporation, membership interest of members of a Limited Liability Company, or other distributive or proportionate ownership share of other Pass-through Entities.

~~(dec)~~ “Limited Liability Company” means a Limited Liability Company formed under Chapter 1705: Limited Liability Companies of the Ohio Revised Code.

~~(eff)~~ “Nonresident unincorporated business entity” means an unincorporated business entity not having an office or place of business within the Municipality.

~~(feg)~~ “Owner” means a partner of a partnership, a shareholder of an S Corporation, a member of a Limited Liability Company, or other person with an ownership interest in any type of Pass-through Entity.

~~(egh)~~ “Pass-through Entity” means a Partnership, S Corporation, Limited Liability Company, or any other class of entity the income or profits from which are given pass-through treatment under the Internal Revenue Code.

~~(hhi)~~ “Qualifying wage” means the Wages as defined in Section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, but including subsequent adjustments from required additions and deductions. “Qualifying wage” represents employees’ income from which municipal tax shall be deducted by the employer; and any wages not considered a part of “qualifying wage” shall not be taxed by this Municipality.

### **181.05 EXEMPTIONS.**

(a) Sources of Income Not Taxed. The tax provided for herein shall not be levied on the following:

(12) Personal earnings of any natural person under the age of ~~24~~26, who is a fulltime college student, having a minimum enrollment of 12 hours each semester (fall & spring) or each quarter (fall, winter, spring).

### 181.06 RETURNS.

(b) Form And Contents of Return. The return shall be filed with the Administrator on a form or forms furnished by or obtainable upon request from such Administrator on generic forms, setting forth: (Ord. 2008-09. Passed 12-1-08.)

(3) Such other pertinent statements, information returns, or other information as the Administrator may require; including, but not limited to, a copy of page one (1) of the Federal 1040 return.

(f) Estimated Returns In any case where a taxpayer has failed to file a return or failed to pay the tax due a return or has filed a return which does not show the proper amount of tax due, the Tax Administrator may determine the amount of tax appearing to be due the Village from the taxpayer based on any information in the Tax Administrator's possession and shall send to such taxpayer a written statement showing the amount of tax so determined, together with interest and penalties thereon, if any. Such determination may be modified or amended based upon information or data subsequently secured by or made available to the Tax Administrator. If the taxpayer fails to respond to the assessment *within 30 days*, the tax, penalties, interest, and assessed shall become due and payable and collectible as are other unpaid taxes, penalties, and interest.

(~~f~~ g) The officer or employee having control or supervision of or who is charged with responsibility for filing any return or declaration required by this chapter and making payment, or any officer of a corporation who is responsible for execution of the corporation's fiscal responsibilities, shall be personally liable for failure to file any return or declaration or pay the tax or employer withholding due by the provisions of this chapter. The dissolution, termination or bankruptcy of a corporation does not discharge a responsible officer's or employee's liability for a failure of the corporation to file returns or declarations or pay tax or employer withholding due. (Ord. 2000-19. Passed 7-24-00.)

(~~g~~ h) Permanently Retired or Disabled Returns. If you are permanently retired or disabled, you are required to file an exemption form with the Village the year you officially permanently retire or become permanently disabled. Once this exemption form is properly filed, you no longer are required to submit any further paperwork unless your tax situation changes and/or income is received that is subject to Municipal Income Tax. If you are not permanently retired or disabled but have no taxable income, you are required and must continue to file an exemption form with the Village each year.

(~~h~~ i) Business losses. Business losses are not to be used against W-2 income.

### 181.061 RENTAL UNITS.

(a) Commencing the last business day of June 2015, ~~March 15, 2009~~, and each year thereafter, ~~and on September 15, and each year thereafter~~, each owner, or his designated agent, of three or more units of real property located within the Village and which are rented or available for rent as of these dates, shall submit to the Village Tax Administrator, or his designated representative, a list on a form, or forms, furnished by or obtainable upon request from such Administrator, or generic forms, if all information is included and legible, of those tenants presently occupying these rental units and those units of real property which are subject to the rental agreement whether oral or written for residential, commercial or industrial purposes.

(b) Within thirty (30) days after a new tenant occupies rental property of any kind within the Village, all owners of rental property who rent to tenants apartments, rooms and other rental accommodations shall file with the Tax Administrator a report showing the names, addresses, ~~and~~ telephone numbers, ~~if available~~, and move in date of such tenants who occupies an apartment, room or other rental property with the Village.

(d) Whoever violates each ~~this~~ section shall be subject to a fine of five dollars (\$5.00) per day for each and every day they remain in violation; violation begins on the first business day of July 2015 and each year thereafter; and on the first business day following each individual renter's move in and/or move out date; total not to exceed one hundred dollars (\$100.00) for each instance. (Ord. 2008-09. Passed 12-1-08.)

**181.07 PAYMENT OF TAX.**

(a) Payment of Tax on Filing of Returns.

(1) The taxpayer making a return shall, at the time of filing thereof, pay to the Administrator the amount of taxes shown as due thereon, provided, however, that:

A. Where any portion of the tax so due shall have been deducted at the source pursuant to the provisions of this chapter; or

B. Where any portion of said tax shall have been paid by the taxpayer pursuant to the provisions of this chapter; or

(2) A taxpayer who has overpaid the amount of tax which the Village of Ashville is entitled under the provision of this chapter may have such overpayment applied against any subsequent liability hereunder, or at his election, indicated on the return, such overpayment (or any part thereof) shall be refunded, provided that no additional taxes or refunds of less than ~~one dollar (\$1.00)~~ five dollars (\$5.00) shall be collected or refunded.

**181.09 COLLECTION OF UNPAID TAXES AND REFUNDS OF OVERPAYMENT.**

(a) Unpaid Taxes Recoverable as Other Debts. All taxes imposed by this chapter shall be collectible, together with any interest and penalties thereon, by suit, as other debts of the like amount are recoverable. Except in the case of fraud, of omission of a substantial portion of income subject to this tax, or of failure to file a return, an additional assessment shall not be made after three years from the time the return was due or filed, whichever is later, provided, however, in those cases in which a Commissioner of Internal Revenue and the taxpayer have executed a waiver of the Federal Statute of Limitations, the period within which an additional assessment may be made by the Administrator shall be one year from the time of the final determination of the federal tax liability.

(b) Refund of Taxes Erroneously Paid. Taxes erroneously paid shall not be refunded unless a claim for refund is made within three years from the date which such payment was made or the return was due, or within three months after the final determination of the federal tax liability, whichever is later.

(c) Amounts of Less Than Five Dollars. Amounts of less than five dollars (\$5.00) shall not be collected or refunded.

SECTION TWO

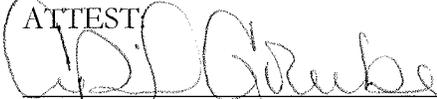
That this Ordinance modification applies to the text that has been removed which is shown as double strikethrough and text that has been added which is highlighted in yellow. The additional text was added for clarity not for inclusion.

SECTION THREE

This Ordinance is hereby adopted and will become affective as soon as permitted by law.

PASSED THIS 15<sup>th</sup> DAY OF DECEMBER, 2014

ATTEST:



April D. Grube, Clerk-Fiscal Officer

DATE: 12/16/14

APPROVED:



Charles K. Wise, Mayor

DATE: 22 DEC 14

Prepared: 11/11/2014

Revised Date: 12/05/2014

Review Date:



# ORDINANCE 2014-09

## OF THE VILLAGE OF ASHVILLE



AN ORDINANCE TO MAKE TEMPORARY APPROPRIATIONS FOR THE NEXT YEAR'S EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF ASHVILLE, STATE OF OHIO, BASED UPON THE CERTIFICATE OF ESTIMATED RESOURCES ISSUED BY THE PICKAWAY COUNTY BUDGET COMMISSION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

Now, Therefore, be it Resolved by the Council of the Village of Ashville, State of Ohio the following:

**Section One:**

That the 2015 Appropriations Ordinance is hereby designed to reflect the Certificate of Estimated Resources. Such amendments amounts and spending targets are listed in Exhibit 1, which shall become part of this ordinance.

**Section Two:**

That the "Non-binding Narrative for the 2015 Budget" remark is defined as an indication of management's intended allocation of amounts approved by Council and that it does not indicate the legal level of control established by Council."

**Section Three:**

That the Village Council hereby authorizes that funds may be expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons with the approval of the Mayor or VA and certified by Fiscal Officer for payment.

**Section Four:**

The Village Fiscal Officer is hereby authorized to make payments from any of the foregoing appropriations and to make supplemental appropriations between "Object" codes within the same "Fund" and "Program" area as provided by the Ohio Revised Code (ORC) with the exception of "Object" codes 590 and 690 from which only the Mayor and/or Village Administrator are authorized to approve expenditures or supplemental appropriations. That the Village Council hereby authorizes that the fiscal officer can expend funds for employees' salaries and benefits as reflected in the appropriation budget indicates in Exhibit I.

**Section Five:**

And the Village Fiscal Officer is hereby authorized to draw warrants on the Village Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Council or officers authorized by law to approve the same, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon vote of two-thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations herein made.

**Section Five:**

That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there exists an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements, and shall go into full force and effect immediately upon its passage by Council.

PASSED THIS 15<sup>th</sup> DAY OF DECEMBER, 2014

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 12/16/14

APPROVED:

Charles K. Wise, Mayor

DATE: 17 DEC 14

kwiktag® 105 833 527



Prepared: 11/11/2014  
Revised Date:  
Review Date:

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget
	/ Object #	Object&Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	%s are times the Salary 190 Fund Account
Other - Personal Services	1000-110-190-0000	\$437,059		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-110-211-0000	\$8,111		17.63%
Medicare	1000-110-213-0000	\$6,337		1.45%
Ohio Police and Fire Pension Fund	1000-110-215-0000	\$85,227		19.50%
Medical/Hospitalization/Vision	1000-110-221-0000	\$105,222		Healthcare Premium & Deductible
Dental Insurance	1000-110-223-0000	\$3,618		Healthcare Premium & Deductible
Workers' Compensation	1000-110-225-0000	\$3,496		0.80%
Travel and Transportation	1000-110-252-0000	\$500		
Uniforms and Clothing	1000-110-270-0000	\$8,914		
Other - Employee Fringe Benefits	1000-110-290-0000	\$0		
Training Services	1000-110-348-0000	\$612		
Other - Other Contractual Services	1000-110-399-0000	\$20,255		
Other-Other Contractual Services (Court Fines Arrest Authority Fund)	1000-110-399-1000	\$0		
Operating Supplies and Materials	1000-110-420-0000	\$33,531		
Repairs and Maintenance of Motor Vehicles	1000-110-433-0000	\$8,687		Vehicle Maintenance
Fuel, Oil, & etc.	1000-110-439-0000	\$46,845		Fuel & Oil
Other - Capital Outlay	1000-110-590-0000	\$19,588		Cruisers
Other - Other	1000-110-690-0000	\$15,000		Expenditure at the Discretion of Mayor or VA
<b>Police Total</b>		<b>\$803,002</b>		
Electricity	1000-130-311-0000	\$43,637		
Other - Other	1000-130-690-0000	\$1,000		Expenditure at the Discretion of Mayor or VA
<b>Street Lighting Total</b>		<b>\$44,637</b>		
Payment to Another Political Subdivision	1000-210-640-0000	\$12,127		Health Department
Other - Other	1000-210-690-0000	\$1,000		Expenditure at the Discretion of Mayor or VA
<b>County Health Total</b>		<b>\$13,127</b>		
Other - Other Contractual Services	1000-290-399-0000	\$1,500		Indigent Burials
Other - Other	1000-290-690-0000	\$500		Expenditure at the Discretion of Mayor or VA
<b>Other Public Health Total</b>				
Operating Supplies and Materials	1000-310-420-0000	\$2,588		
Other - Other	1000-310-690-0000	\$500		Expenditure at the Discretion of Mayor or VA
<b>Fun-in-the-Sun Total</b>		<b>\$3,088</b>		
Other - Personal Services	1000-320-190-0000	\$28,274		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-320-211-0000	\$3,958		14.00%
Social Security	1000-320-212-0000	\$410		1.45%
Medicare	1000-320-213-0000	\$157		
Medical/Hospitalization/Vision	1000-320-221-0000	\$937		Healthcare Premium & Deductible
Dental Insurance	1000-320-223-0000	\$0		Healthcare Premium & Deductible
Workers' Compensation	1000-320-225-0000	\$226		0.80%
Uniforms and Clothing	1000-320-270-0000	\$62		
Utilities	1000-320-310-0000	\$7,401		
Other - Other Contractual Services	1000-320-399-0000	\$3,848		
Operating Supplies and Materials	1000-320-420-0000	\$3,024		
Other - Capital Outlay	1000-320-590-0000	\$0		
Other - Other	1000-320-690-0000	\$15,000		Expenditure at the Discretion of Mayor or VA (Park Camera)
<b>Park Total</b>		<b>\$63,298</b>		
Utilities	1000-330-310-0000	\$4,054		
Other - Other Contractual Services	1000-330-399-0000	\$1,056		
Other - Other	1000-330-690-0000	\$553		Expenditure at the Discretion of Mayor or VA
<b>Culture Museum Total</b>		<b>\$5,663</b>		
Other - Personal Services	1000-410-190-0000	\$8,730		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-410-211-0000	\$1,222		14.00%
Medicare	1000-410-213-0000	\$127		1.45%
Medical/Hospitalization/Vision	1000-410-221-0000	\$4,092		Healthcare Premium & Deductible
Dental Insurance	1000-410-223-0000	\$181		Healthcare Premium & Deductible
Workers' Compensation	1000-410-225-0000	\$70		0.80%
Professional and Technical Services	1000-410-340-0000	\$0		
Other - Other Contractual Services	1000-410-399-0000	\$1,647		
Other - Other Contractual Services CEDA	1000-410-399-1003	\$16,831		
Other - Other Contractual Services JEDD	1000-410-399-1004	\$500		
Operating Supplies and Materials	1000-410-420-0000	\$909		
Operating Supplies and Materials CEDA	1000-410-420-1003	\$500		
Operating Supplies and Materials JEDD	1000-410-420-1004	\$500		
Other - Other	1000-410-690-0000	\$3,490		Expenditure at the Discretion of Mayor or VA
<b>Total Planning and Zoning/Building Dept.</b>		<b>\$38,799</b>		
Other Community Service	1000-490-399-420	\$0		
		<b>\$0</b>		
Other - Personal Services	1000-561-190-0000	\$10,773		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-561-211-0000	\$1,508		14.00%

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget
	/ Object #	Object&Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	%s are times the Salary 190 Fund Account
Medicare	1000-561-213-0000	\$156		1.45%
Medical/Hospitalization/Vision	1000-561-221-0000	\$0		Healthcare Premium & Deductible
Dental Insurance	1000-561-223-0000	\$0		Healthcare Premium & Deductible
Workers' Compensation	1000-561-225-0000	\$86		0.80%
Garbage and Trash Removal	1000-561-398-0000	\$307,803		Consortium 2 Rate
Other - Other Contractual Services	1000-561-399-0000	\$2,902		
Other - Other Contractual Services Harrison Township	1000-561-399-1561	\$0		
Operating Supplies and Materials	1000-561-420-0000	\$4,021		
Operating Supplies and Materials Harrison Township	1000-561-420-1561	\$0		
Other - Other	1000-561-690-0000	\$7,181		Expenditure at the Discretion of Mayor or VA (Tonage Fee)
<b>Refuse Total</b>		<b>\$334,431</b>		
Other - Personal Services	1000-610-190-0000	\$103,922		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-610-211-0000	\$14,549		14.00%
Medicare	1000-610-213-0000	\$1,507		1.45%
Medical/Hospitalization/Vision	1000-610-221-0000	\$31,399		Healthcare Premium & Deductible
Dental Insurance	1000-610-223-0000	\$1,452		Healthcare Premium & Deductible
Workers' Compensation	1000-610-225-0000	\$831		0.80%
Uniforms and Clothing	1000-610-270-0000	\$2,085		
Other Capital Outlay	1000-610-590-0000	\$15,203		
Other Misc.	1000-610-690-000	\$10,000		Expenditure at the Discretion of Mayor or VA
Traffic Signs and Signals	1000-650-420-0000	\$0		
Other - Other Contractual Services	1000-670-399-0000	\$1,198		Sidewalk
Other - Other	1000-670-690-0000	\$5,000		Extra Money for Sidewalks Expenditure at the Discretion of Mayor or VA
<b>Streets Department Total</b>		<b>\$187,146</b>		
Salary - Administrator	1000-710-131-0000	\$24,347		1.7% SS-COLA, 3.3 Merit Average 3.3 Merit Average 26 Pay-Periods
Salaries - Administrator's Staff	1000-710-132-0000	\$27,533		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Salary - Mayor	1000-710-161-0000	\$12,853		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-710-211-0000	\$9,063		14.00%
Social Security	1000-710-212-0000	\$0		1.45%
Medicare	1000-710-213-0000	\$939		1.45%
Medical/Hospitalization/Vision	1000-710-221-0000	\$13,005		Healthcare Premium & Deductible
Dental Insurance	1000-710-223-0000	\$274		Healthcare Premium & Deductible
Workers' Compensation	1000-710-225-0000	\$518		0.80%
Travel and Transportation	1000-710-252-0000	\$278		
Other - Other Contractual Services	1000-710-399-0000	\$8,449		
Operating Supplies and Materials	1000-710-420-0000	\$2,843		
Repairs and Maintenance of Motor Vehicles	1000-710-433-0000	\$120		Vehicle Maintenance
Fuel, Oil, & etc.	1000-710-439-0000	\$51		Fuel & Oil
Other - Capital Outlay	1000-710-590-0000	\$0		
Other - Other	1000-710-690-0000	\$10,724		Expenditure at the Discretion of Mayor or VA
<b>Administrative/Mayor Total</b>		<b>\$110,997</b>		
Salaries - Council	1000-715-111-0000	\$20,675		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-715-211-0000	\$2,895		14.00%
Social Security	1000-715-212-0000	\$300		1.45%
Medicare	1000-715-213-0000	\$300		1.45%
Medical/Hospitalization/Vision	1000-715-221-0000	\$35,689		Healthcare Premium & Deductible
Dental Insurance	1000-715-223-0000	\$2,903		Healthcare Premium & Deductible
Travel and Transportation	1000-715-252-0000	\$383		
Other - Other Contractual Services	1000-715-399-0000	\$11,295		
Operating Supplies and Materials	1000-715-420-0000	\$5,868		
Repairs and Maintenance of Motor Vehicles	1000-715-433-0000	\$107		Vehicle Maintenance
Fuel, Oil, & etc.	1000-715-439-0000	\$51		Fuel & Oil
Other - Other	1000-715-690-0000	\$10,000		Expenditure at the Discretion of Mayor or VA
<b>Legislative Total</b>		<b>\$90,465</b>		
Other - Personal Services	1000-720-190-0000	\$6,184		Vacant Position
Ohio Public Employees Retirement System	1000-720-211-0000	\$866		14.00%
Medicare	1000-720-213-0000	\$90		1.45%
Medical/Hospitalization/Vision	1000-720-221-0000	\$2,122		Healthcare Premium & Deductible
Dental Insurance	1000-720-223-0000	\$116		Healthcare Premium & Deductible
Workers' Compensation	1000-720-225-0000	\$49		2.15%
Travel and Transportation	1000-720-252-0000	\$0		
Other - Other Contractual Services	1000-720-399-0000	\$7,483		
Operating Supplies and Materials	1000-720-420-0000	\$1,946		
Other - Other	1000-720-690-0000	\$750		Expenditure at the Discretion of Mayor or VA
<b>Mayors Court Total</b>		<b>\$19,606</b>		
Salary - Clerk/Treasurer	1000-725-121-0000	\$19,961		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-725-211-0000	\$2,795		14.00%
Medicare	1000-725-213-0000	\$289		1.45%

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget FOR MEMORANDUM USE ONLY (Guidelines) %s are times the Salary 190 Fund Account
	/ Object #	Object&Program	Fund	
Account Name	Account Code	Total	Total	
Medical/Hospitalization/Vision	1000-725-221-0000	\$6,630		Healthcare Premium & Deductible
Dental Insurance	1000-725-223-0000	\$363		Healthcare Premium & Deductible
Workers' Compensation	1000-725-225-0000	\$160		0.80%
Travel and Transportation	1000-725-252-0000	\$320		
Other - Other Contractual Services	1000-725-399-0000	\$1,188		
Operating Supplies and Materials	1000-725-420-0000	\$454		
Other - Other	1000-725-690-0000	\$809		Expenditure at the Discretion of Mayor or VA
<b>Clerk Treasurer</b>		<b>\$32,969</b>		
Salaries	1000-730-190-0000	\$10,000		Student Work and Jobs & Family Services Program
Ohio Public Employees Retirement System	1000-730-211-0000	\$1,400		14%
Social Security	1000-730-212-0000	\$0		
Medicare	1000-730-213-0000	\$145		1.45%
Workers' Compensation	1000-730-225-0000	\$80		0.80%
Utilities	1000-730-310-0000	\$18,486		
Telephone	1000-730-321-0000	\$7,061		
Other - Other Contractual Services	1000-730-399-0000	\$5,368		
Operating Supplies and Materials	1000-730-420-0000	\$4,488		
Other - Capital Outlay	1000-730-590-0000	\$0		
Other - Other	1000-730-690-0000	\$10,000		Expenditure at the Discretion of Mayor or VA
<b>Lands and Buildings Total</b>		<b>\$57,028</b>		
Election Expenses	1000-735-345-0000	\$0		
Other - Other	1000-735-690-0000	\$0		Expenditure at the Discretion of Mayor or VA
<b>Boards and Commissions Total</b>		<b>\$0</b>		
Tax Collection Fees	1000-740-344-0000	\$3,737		
	1000-740-690-0000	\$0		Expenditure at the Discretion of Mayor or VA
<b>County Auditor Total</b>		<b>\$3,737</b>		
Auditing Services	1000-745-342-0000	\$7,948		
Other - Other	1000-745-690-0000	\$0		Expenditure at the Discretion of Mayor or VA
<b>State Auditor Fee Total</b>		<b>\$7,948</b>		
Other - Personal Services	1000-755-190-0000	\$26,189		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	1000-755-211-0000	\$3,666		14.00%
Medicare	1000-755-213-0000	\$380		1.45%
Medical/Hospitalization/Vision	1000-725-221-0000	\$15,643		
Dental Insurance	1000-725-223-0000	\$726		
Workers' Compensation	1000-755-225-0000	\$210		0.80%
Travel and Transportation	1000-755-252-0000	\$315		
Other - Other Contractual Services	1000-755-399-0000	\$50,961		
Operating Supplies and Materials	1000-755-420-0000	\$4,070		
Other - Capital Outlay	1000-755-590-0000	\$0		
Other - Other	1000-755-690-0000	\$500		Expenditure at the Discretion of Mayor or VA
<b>Tax Administration Total</b>		<b>\$102,660</b>		
Other - Capital Outlay	1000-765-590-0000	\$0		
<b>Distribution Income Tax Total</b>				
Principal	1000-850-710-0000	\$25,728		
Interest	1000-850-720-0000	\$1,567		
<b>Debt Service Total</b>		<b>\$27,295</b>		
Transfers - Out	1000-910-910-0000	\$103,432		
<b>Debt Service Total</b>		<b>\$103,432</b>		
Contingencies	1000-930-930-0000	\$137,627		
Contingencies - Construction Reserve	1000-930-930-5000	\$128,449		
Contingencies - Capital Reserve	1000-930-930-5001	\$25,107		
<b>Contingencies Total</b>		<b>\$291,183</b>		
Other - Other Financing Uses	1000-990-990-0000	\$0		
<b>Other Total</b>	Revenue Generated	<b>\$0</b>		Certificate from Pickaway County
<b>General Fund Total</b>	\$1,713,765		<b>\$2,342,509.01</b>	<b>\$3,156,922</b>
Other - Personal Services	2011-620-190-0000	\$14,282		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	2011-620-211-0000	\$2,000		14.00%
Medicare	2011-620-213-0000	\$207		1.45%
Medical/Hospitalization/Vision	2011-620-221-0000	\$6,630		Healthcare Premium & Deductible
Dental Insurance	2011-620-223-0000	\$363		Healthcare Premium & Deductible
Workers' Compensation	2011-620-225-0000	\$114		0.80%
Uniforms and Clothing	2011-620-270-0000	\$444		
Other - Other Contractual Services	2011-620-399-0000	\$5,362		
Operating Supplies and Materials	2011-620-420-0000	\$10,394		
Repairs and Maintenance of Motor Vehicles	2011-620-433-0000	\$28,218		Vehicle Maintenance
Fuel, Oil, & etc.	2011-620-439-0000	\$11,366		Fuel & Oil
Other - Capital Outlay	2011-620-590-0000	\$6,097		
Other - Other Contractual Services for Street Cleaning, Snc	2011-630-399-0000	\$3,987		

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget
	/ Object #	Object&Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	%s are times the Salary 190 Fund Account
Operating Supplies and Materials for Street Cleaning, Snow	2011-630-420-0000	\$0		
Operating Supplies and Materials	2011-640-420-0000	\$431		
Operating Supplies and Materials Traffic Signs & Signals	2011-650-420-0000	\$3,930		
Other - Other	2011-650-690-0000	\$100,000		Expenditure at the Discretion of Mayor or VA
<b>Street Maintenance and Repair Total</b>		<b>\$210,022</b>	<b>\$193,824</b>	<b>\$193,823.74</b>
Operating Supplies & Materials Street Maintenance & Repair	2021-620-420-0000	\$222		
Other - Capital Outlay Street Maintenance & Repair	2021-620-590-0000	\$618		
Electricity Traffic Signals, Signs	2021-650-311-0000	\$1,386		
Operating Supplies and Materials	2021-650-420-0000	\$255		
Other - Capital Outlay	2021-650-590-0000	\$10,670		
<b>State Highway Total</b>		<b>\$8,776</b>	<b>\$13,151</b>	<b>\$13,151.00</b>
Other - Other Contractual Services	2041-310-399-0000	\$0		
Other - Other Outlay	2041-310-690-0000	\$0		Expenditure at the Discretion of Mayor or VA
<b>Parks Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>
Other - Other Contractual Services	2042-320-399-0000	\$0		
Buildings and Other Structures	2042-320-530-0000	\$0		
<b>Parks Special Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>
Other - Other Contractual Services	2081-110-399-0000	\$70		
Operating Supplies & Materials Street Maintenance & Repair	2081-620-420-0000	\$70		
<b>Special Police Fund</b>		<b>\$0</b>	<b>\$140</b>	<b>\$140.00</b>
Streets, Highways, Curbs and Sidewalks	2101-610-396-0000	\$195,840		
Operating Supplies and Materials	2101-610-420-0000	\$4,030		
Other - Capital Outlay	2101-610-590-0000	\$25,921		
<b>Motor Vehicle Total</b>		<b>\$97,079</b>	<b>\$225,791</b>	<b>\$225,791.45</b>
Other - Other Contractual Services	2271-110-348-0000	\$1,660		
<b>Special Police Education Fund</b>		<b>\$0</b>	<b>\$1,660</b>	<b>\$1,660.00</b>
Other - Other Contractual Services	2901-610-399-0000	\$55,962		
<b>Street Building Fund Total</b>		<b>\$560</b>	<b>\$55,962</b>	<b>\$55,961.63</b>
Operating Supplies and Materials	2902-640-420-0000	\$790		
<b>Surface Water Fund Total</b>		<b>\$560</b>	<b>\$790</b>	<b>\$790.46</b>
Other - Capital Outlay	2903-790-590-0000	\$65,000		
<b>General Building Fund Total</b>		<b>\$561</b>	<b>\$65,000</b>	<b>\$65,000.00</b>
Other - Other Contractual Services	2904-720-399-0000	\$733		
Operating Supplies and Materials	2904-720-420-0000	\$136		
Other - Capital Outlay	2904-720-590-0000	\$2,850		
<b>Mayors Court Total</b>		<b>\$444</b>	<b>\$3,719</b>	<b>\$3,718.55</b>
Transfers - Out	2905-910-910-0000	\$0		
<b>FEMA</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0.00</b>
Grant Contractual	4201-800-399-0000	\$744,959		Some Money Already Debited
<b>Past Grant</b>		<b>\$0</b>	<b>\$744,959</b>	<b>\$744,958.59</b>
Grant Contractual	4202-800-399-0000	\$774,721		
<b>Past Grant</b>		<b>\$0</b>	<b>\$774,721</b>	<b>\$774,720.79</b>
Grant Contractual	4203-800-399-0000	\$726,911		Some Money Already Debited
<b>OPWC Railroad Crossing Relocation</b>		<b>\$3,420</b>	<b>\$726,911</b>	<b>\$726,910.87</b>
Other - Personal Services	5101-531-190-1000	\$35,192		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5101-531-211-0000	\$4,927		14.00%
Medicare	5101-531-213-0000	\$510		1.45%
Medical/Hospitalization/Vision	5101-531-221-0000	\$15,663		Healthcare Premium & Deductible
Dental Insurance	5101-531-223-0000	\$254		Healthcare Premium & Deductible
Workers' Compensation	5101-531-225-0000	\$282		0.80%
Travel and Transportation	5101-531-252-0000	\$0		
Other - Other Contractual Services	5101-531-399-0000	\$1,492		
Operating Supplies and Materials	5101-531-420-0000	\$804		
Vehicle Maintenance New Account	5101-531-433-0000	\$100		Vehicle Maintenance New Account
Fuel & Oil	5101-531-439-0000	\$100		Fuel & Oil
Other - Other	5101-531-690-0000	\$1,000		Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-532-190-0000	\$10,456		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5101-532-211-0000	\$1,464		14.00%
Medicare	5101-532-213-0000	\$152		1.45%
Medical/Hospitalization/Vision	5101-532-221-0000	\$3,315		Healthcare Premium & Deductible
Dental Insurance	5101-532-223-0000	\$181		Healthcare Premium & Deductible
Workers' Compensation	5101-532-225-0000	\$84		0.80%
Travel and Transportation	5101-532-252-0000	\$50		
Other - Other Contractual Services	5101-532-399-0000	\$1,901		
Operating Supplies and Materials	5101-532-420-0000	\$3,422		
Other - Capital Outlay	5101-532-590-0000	\$0		
Other - Other	5101-532-690-0000	\$500		Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5101-533-190-0000	\$58,258		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5101-533-211-0000	\$8,156		14.00%

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget
	/ Object #	Object&Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	%s are times the Salary 190 Fund Account
Medicare	5101-533-213-0000	\$845		1.45%
Medical/Hospitalization/Vision	5101-533-221-0000	\$27,944		Healthcare Premium & Deductible
Dental Insurance	5101-533-223-0000	\$726		Healthcare Premium & Deductible
Workers' Compensation	5101-533-225-0000	\$466		0.80%
Travel and Transportation	5101-533-252-0000	\$100		
Uniforms and Clothing	5101-533-270-0000	\$2,177		
Utilities	5101-533-310-0000	\$44,664		
Telephone	5101-533-321-0000	\$4,468		
Training Services	5101-533-348-0000	\$500		
Other - Other Contractual Services	5101-533-399-0000	\$18,527		
Other - Other Contractual Services Water Tower Payment	5101-533-399-0001	\$23,671		Amount for Tower Maintenance
Operating Supplies and Materials	5101-533-420-0000	\$89,765		
Repairs and Maintenance of Motor Vehicles	5101-533-433-0000	\$10,142		Vehicle Maintenance
Fuel, Oil, & etc.	5101-533-439-0000	\$2,648		Fuel & Oil
Other - Capital Outlay	5101-533-590-0000	\$22,000		Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5101-533-690-0000	\$100,000		Expenditure at the Discretion of Mayor or VA
Other Debt Service Principal	5101-850-710-0000	\$13,950		
Other - Debt Service Interest	5101-850-720-0000	\$1,706		
Other - Debt Service	5101-850-790-0000	\$10,800		
<b>Water Total</b>		<b>\$465,863</b>	<b>\$523,361.02</b>	<b>\$613,630.31</b>
Other - Personal Services	5201-541-190-0000	\$35,192		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5201-541-211-0000	\$4,927		14.00%
Medicare	5201-541-213-0000	\$510		1.45%
Medical/Hospitalization/Vision	5201-541-221-0000	\$15,663		Healthcare Premium & Deductible
Dental Insurance	5201-541-223-0000	\$254		Healthcare Premium & Deductible
Workers' Compensation	5201-541-225-0000	\$282		0.80%
Travel and Transportation	5201-541-252-0000	\$50		
Utilities	5201-541-310-0000	\$0		
Telephone	5201-541-321-0000	\$0		
Training Services	5201-541-348-0000	\$0		
Other - Other Contractual Services	5201-541-399-0000	\$927		
Operating Supplies and Materials	5201-541-420-0000	\$780		
Repairs and Maintenance of Motor Vehicles	5201-541-433-0000	\$200		Vehicle Maintenance
Fuel, Oil, & etc.	5201-541-439-0000	\$200		Fuel & Oil
Other - Other	5201-541-690-0000	\$600		Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5201-542-190-0000	\$10,456		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5201-542-211-0000	\$1,464		14.00%
Medicare	5201-542-213-0000	\$152		1.45%
Medical/Hospitalization/Vision	5201-542-221-0000	\$3,315		Healthcare Premium & Deductible
Dental Insurance	5201-542-223-0000	\$181		Healthcare Premium & Deductible
Workers' Compensation	5201-542-225-0000	\$84		0.80%
Travel and Transportation	5201-542-252-0000	\$0		
Other - Other Contractual Services	5201-542-399-0000	\$1,360		
Operating Supplies and Materials	5201-542-420-0000	\$3,467		
Other - Capital Outlay	5201-542-590-0000	\$2,384		
Other - Other	5201-542-690-0000	\$1,000		Expenditure at the Discretion of Mayor or VA
Other - Personal Services	5201-543-190-0000	\$44,440		1.7% SS-COLA, 3.3 Merit Average 26 Pay-Periods
Ohio Public Employees Retirement System	5201-543-211-0000	\$6,222		14.00%
Medicare	5201-543-213-0000	\$644		1.45%
Medical/Hospitalization/Vision	5201-543-221-0000	\$25,014		Healthcare Premium & Deductible
Dental Insurance	5201-543-223-0000	\$1,089		Healthcare Premium & Deductible
Workers' Compensation	5201-543-225-0000	\$356		0.80%
Travel and Transportation	5201-543-252-0000	\$50		
Uniforms and Clothing	5201-543-270-0000	\$2,262		
Utilities	5201-543-310-0000	\$45,788		
Telephone	5201-543-321-0000	\$5,828		
Training Services	5201-543-348-0000	\$500		
Other - Other Contractual Services	5201-543-399-0000	\$78,188		
Operating Supplies and Materials	5201-543-420-0000	\$32,720		
Repairs and Maintenance of Motor Vehicles	5201-543-433-0000	\$5,800		Vehicle Maintenance
Fuel, Oil, & etc.	5201-543-439-0000	\$2,648		Fuel & Oil
Other - Capital Outlay	5201-543-590-0000	\$45,697		Emergency Fund Based Upon OhioEPA Recommendation
Other - Other	5201-543-690-0000	\$89,000		Expenditure at the Discretion of Mayor or VA
Other Contractual I & I	5201-549-399-5004	\$74,000		
Other Contractual I & I	5201-549-439-5005	\$2,000		
Other - Debt Service Principal	5201-850-710-0000	\$123,782		
Other - Debt Service Interest	5201-850-720-0000	\$12,347		
Transfers - Out	5201-910-910-0000	\$0		

Description	Fund / Program	Temporary Appropriation		Non-binding Narrative for 2015 Budget
	/ Object #	Object&Program	Fund	FOR MEMORANDUM USE ONLY (Guidelines)
Account Name	Account Code	Total	Total	%s are times the Salary 190 Fund Account
<b>Sewer Total Revenue Adjusted for I &amp; I \$668,637</b>		\$604,862	\$681,823	\$681,822.75
Other - Capital Outlay	5701-800-590-0000		\$216,653	
Transfers - Out	5701-910-910-0000		\$0	
Advances - Out	5701-920-920-0000		\$0	
<b>Water Improvement Total</b>		\$7,200	\$216,653	\$216,652.58
Sewer Plant Expansion	5702-543-560-5003		\$2,000,000	OWDA
Other - Capital Outlay	5702-800-590-0000		\$167,467	
Advances - Out	5702-820-920-0000		\$0	
<b>Sewer Improvement Total</b>		\$699,831	\$2,167,467	\$2,167,467.91
Utility Distribution Systems	5703-800-399-0000		\$0	
<b>Improvement Fund Total OPWC</b>		\$0	\$0	\$0.00
Other - Personal Services	5704-800-190-0000		\$7,141	
Ohio Public Employees Retirement System	5704-800-211-0000		\$1,000	
Medicare	5704-800-213-0000		\$104	
Medical/Hospitalization/Vision	5704-800-221-0000		\$3,315	
Dental Insurance	5704-800-223-0000		\$181	
Workers' Compensation	5704-800-225-0000		\$146	
Other - Other Contractual Services	5704-800-399-0000		\$64,830	
Operating Supplies and Materials	5704-800-420-0000		\$54,350	
Other - Other	5704-800-590-0000		\$71,252	
Other - Other	5704-800-690-0000		\$235,369	
Principal	5704-850-710-0000		\$2,537	
Principal	5704-850-710-1000		\$0	
Interest	5704-850-720-0000		\$330	
<b>Stormwater Department</b>		\$84,242	\$440,555	\$440,555.42
Principal	5721-850-710-0000		\$23,217	
Interest	5721-850-720-0000		\$14,062	
<b>TOTAL UTIL. DEBT SERV. RES. (5721)</b>		\$0	\$37,279	\$37,278.66
Other - Debt Service	5741-850-790-0000		\$0	
<b>FmHA Debt Reserve</b>		\$0	\$0	\$0.00
Other - Debt Service	5742-850-790-0000		\$0	
<b>5742 FmHA Debt Surplus</b>		\$0	\$0	\$0.00
Deposits Refunded	5781-599-610-0000		\$1,383	
Deposits Applied	5781-599-620-0000		\$4,063	
<b>Deposit Fund Total</b>		\$4,320	\$5,446	\$5,446.00
Professional and Technical Services	9901-790-340-0000		\$0	
		\$0	\$0	\$0.00
		\$3,891,602.96	\$9,221,719.51	\$10,405,704.06

The Village Council authorizes that funds maybe expended for coffee, meals, refreshments and /or other amenities for municipal officers, employees or other persons. The Village Fiscal Officer is authorized to draw warrants on the Village Treasury for payments from any of the appropriations upon receiving proper certificates and vouchers, approved by the Council or officers authorized by law, or an ordinance or resolution of council to make the expenditure; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. All interest earned by the Village of Ashville unless indicated differently by the Ohio Revises Code (ORC) will be applied to the General Fund. Provided further that the appropriations for contingencies can only be expended upon vote of two-thirds of Council for items of expense constituting a legal obligation against the village, and for purposes other than those covered by other specific appropriations.